

Albany County Request for Contract Approval

Contract #	2023-905
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A3110 - Sheriff
Date Submitted	Thursday, March 02, 2023
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Lexipol 2611 Internet Blvd, Ste 100 - Daniel Habshi, Frisco, Texas 75034
Estimated Amount	\$21,000.00
Estimated Term	3/1/2023 to 3/1/2024
Scope of Services	Wellness solution which will enable the Albany County Sheriff's Office to provide all employees and their family members customized, confidential, mobile wellness resources.
Budget Line Item	AA3110 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

Date: March 2, 2023
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Wellness Solution

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and Lexipol to provide a wellness solution which will enable the Albany County Sheriff's Office to provide all employees and their family members customized, confidential, mobile wellness resources.

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Hon. Bruce A. Hidley, County Clerk



MASTER SERVICE AGREEMENT

Agency's Name: Albany County Sheriff's Office
Agency's Address: 16 Eagle St Court House
Albany, New York 12207

Attention: Sheriff Craig Apple Sr.

Sales Rep: Daniel Habshi
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions Specific to this Agreement

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Albany County Sheriff's Office

Signature: _____

Print Name: Ron Notar _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A**SELECTED SERVICES AND ASSOCIATED FEES****Agency is purchasing the following:**

Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	CordicoShield Law Enforcement Wellness App (12 Months)	USD 35,000.00	40%	USD 14,000.00	USD 21,000.00
	Subscription Line Items Total			USD 14,000.00	USD 21,000.00
				USD 14,000.00	USD 21,000.00
Annual Subscription Discount:					USD 14,000.00
Annual Subscription TOTAL:					USD 21,000.00

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

Discount Notes

40% - Early Adopter Program - Albany County Sheriff Staff

Exhibit B

Terms and Conditions of Service

1. **Definitions.** For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

1.1 **"Agency"** means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 **"Agreement"** means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 **"Derivative Work(s)"** means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 **"Effective Date"** means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 **"Initial Term"** means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 **"Service(s)"** means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 **"Subscription Materials"** means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. **Term.** The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

3. Termination.

3.1 **For Cause.** The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 **For Convenience.** The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

4. Effect of Expiration or Termination. Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. Fees and Invoicing. Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

6. Service-Specific Terms. The following sections apply to specific Lexipol Services:

6.1 Policy. Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 Learning. Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

6.3 Wellness. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 Grants. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

6.5 Generally; Injunctive Relief. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

7. Account Security. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. Privacy Policy. Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

9. **Confidentiality.** During the term of the Agreement, either party may be required to disclose information to the other party that is marked "confidential" or is of such a type that the confidentiality thereof is reasonably apparent (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents.

10. **Warranty Disclaimer.** ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. **Limitation of Liability.** Lexipol's cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. **General Terms.**

12.1 **General Interpretation.** The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 **Invalidity of Provisions.** Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

12.3 **Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 **Governing Law.** The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.5 Compliance with Laws. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 Notices. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

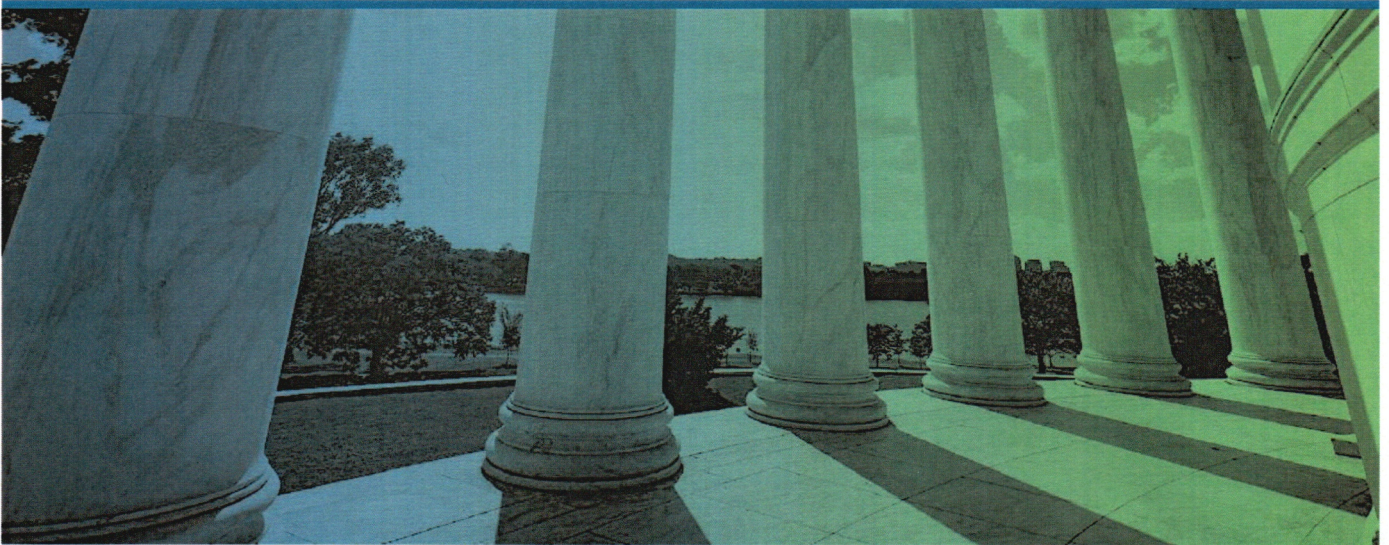
12.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

Lexipol Service Level Agreement for Cloud-Based Services

- 1. Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
- 2. Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
- 3. Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.



SOLUTIONS PROPOSAL



PREPARED FOR:

Albany County Sheriff's Office
Officer Ronald Notar
ronald.notar@albanycountyny.gov
(518) 487-5419

PREPARED BY:

Daniel Habshi
dhabshi@lexipol.com

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, training, mental health and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 8,100 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 320 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, develop training or wellness content or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Albany County Sheriff's Office to address your unique challenges.

Scope of Services

CordicoShield Law Enforcement Wellness Solution

Law enforcement agencies are increasingly recognizing the need to provide personnel with mental and behavioral health resources. The Cordico law enforcement wellness solution enables agencies to provide customized, confidential, mobile wellness resources. Our law enforcement app includes a complete range of self-assessments as well as continuously updated videos and guides on more than 60 behavioral health topics - all designed specifically for first responders. Also included are online accredited wellness courses covering such topics as managing stress, post-traumatic stress disorder, family and work relationships, and fitness and nutrition.

- Connect your personnel to confidential assessments and counseling resources
- Strengthen your wellness culture and empower your peer support team
- Help officers cope with the effects of critical events and chronic exposure
- Improve officer decision-making, empathy and resiliency, which in turn enhances police/community relations
- Support department retirees and family members (included with agency subscription)

Peer & Chaplain Support

Peer support teams and chaplains provide invaluable assistance to public safety personnel—but personnel don't always know who these members are or how to contact them. Cordico's wellness app allows for the integration of your agency's peer support and/or chaplains, making it easy for members to quickly connect when they need support.

- Include profiles of your peer support team and chaplains in the app so personnel can see their photos, backgrounds, areas of specialty, etc.
- Enable confidential, one-on-one conversations without the need to go through an agency or city intranet
- Increase usage of peer support and chaplain services

CrisisAlert® One-Touch Dialing

Cordico's CrisisAlert one-touch dialing feature allows personnel who need help to instantly dial all peer support or chaplains with one touch—*anonymously*. The peer support team member or chaplain who answers first is connected to the employee seeking assistance, and the other team members don't know who called. This creates an easier and more trusted way for personnel to access your peer support and chaplain resources. Your personnel don't have to determine who's on duty, who's available or how to reach them.

Therapist Finder

Individuals in crisis or suffering from depression or anxiety don't need additional roadblocks to getting help. But often, that's exactly what happens when public safety personnel try to access counseling services. Cordico's Therapist Finder simplifies and streamlines the process, making it easy for your personnel to locate therapists near them that are approved through the agency's insurance plan.

- Include profiles of therapists in the app so personnel can see their photos, backgrounds, areas of specialty, etc.
- Connect personnel to therapists your agency has vetted as being experienced with treating public safety personnel
- Show therapist locations on an interactive map
- Enable personnel to instantly contact therapists for in-person visit or teletherapy via a confidential portal

Dr. Gilmartin Survival Videos

Cordico is the only app featuring content from Dr. Kevin Gilmartin, the world-recognized behavioral scientist and educator. Dr. Gilmartin's seminar book, *Emotional Survival for Law Enforcement*, is considered the definitive guide on emotional and mental wellbeing for officers. The Cordico law enforcement app includes exclusive videos from Dr. Gilmartin on topics ranging from hypervigilance to how law enforcement changes people to the characteristics of emotional survivors.

Fitness, Nutrition, and Injury Prevention

Recognizing that wellbeing is not just about mental and emotional health, Cordico's wellness apps include resources to support fitness, nutrition and injury prevention.

- Yoga videos offered through an exclusive partnership with Yoga For First Responders
- Nutrition guides

- Guided meditations
- Sleep sounds
- Ability to add agency-specific fitness videos, workout of the day, training videos, etc.

	Policy Management	Online Training	Wellness (Cordico)
Description	A comprehensive policy and training solution developed and supported by public sector attorneys, practitioners and subject matter experts. Provides continuously updated, legally vetted policies, daily policy-related training and policy implementation assistance in one integrated, web-based system. Learn More	A learning management platform designed specifically for first responders and local government personnel. Offers a complete course library, microlearning opportunities and features that make it easy to build assignments, manage credentials, and track and report training hours. Learn More	A wellness app providing first responders with on-demand access to confidential, relevant and effective mental health resources. Offers self-assessments, videos and guides on more than 60 behavioral health topics and one-touch access to peer support, vetted therapists and chaplains. Learn More
Applicability to COVID Response and Recovery	Provides policies and policy training specifically related to infectious and communicable disease, exposure reduction, PPE, respiratory protection training, and other COVID-related topics to reduce risk of exposure and enhance safety. Also provides a platform that can be used to create and deliver policy guidance on evolving threats.	Provides specific training courses related to infectious and communicable disease, exposure reduction, PPE, respiratory protection training, and other COVID-related courses to reduce risk of exposure and enhance safety. Also provides a platform that can be used to create and deliver training on evolving threats.	Provides a cost-effective way to support first responders who have been under immense strain as a result of the pandemic. Includes a COVID-19 Resources section featuring guidance for stress management, building resilience and taking care of family.
Additional Benefits	- Enhances personnel safety through easy-to-understand policy guidance - Improves policy understanding and application through scenario-based training - Improves access to policy content through an online platform and mobile app - Enhances personnel accountability through electronic tracking and reporting - Reduces municipal risk by helping personnel operate in compliance with state and federal laws	- Improves agency's ability to meet annual training mandates by easily assigning accredited courses - Reduces risk associated with failure-to-train liability - Improves personnel safety through access to critical and evolving training topics - Improves retention by developing future leaders - Simplifies training administration - Can be used in a blended learning approach to maximize in-person training time	- Demonstrates strong city/county support for first responder wellness - Helps personnel cope with the effects of critical events and chronic exposure to stress - Improves personnel decision-making, empathy and resiliency - Breaks down cultural stigma of asking for help by providing complete anonymity - Allows agency leadership to monitor aggregate usage and direct more resources where needed - Increases use of existing agency wellness resources, such as peer support



Evaluation of Lexipol Solutions Under the American Rescue Plan

	Policy Management	Online Training	Wellness (Cordico)
Time to Implement	6–12 months	2–4 weeks	6–8 weeks
Potential Cost Savings	Reduction in salary and overtime costs required when assigning internal staff to develop and maintain policies; reduction in policy-related administrative and legal settlements, awards and fees.	Reduction in resources allocated for travel and overtime associated with in-person training, as well as resources for creating classroom materials, storing and accessing training records, and reporting training to applicable state bodies.	Reduction in worker's comp costs, healthcare costs, overtime, turnover and costs associated with poor decision-making by personnel suffering from lack of sleep, burnout or compassion fatigue.
Available Government Sectors	- Law Enforcement - Fire - Corrections - Local Government	- Law Enforcement - Fire - EMS - Corrections - Local Government	- Law Enforcement - Fire - Corrections 911 Dispatch
Who Bears Cost of Product Maintenance?	Lexipol	Lexipol	Lexipol

Need additional information for putting together your American Rescue Plan funding request? Contact us today!

info@lexipol.com
844-312-9500
www.lexipol.com

Albany County Request for Contract Approval

Contract #	2023-906
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A3110 - Sheriff
Date Submitted	Thursday, March 02, 2023
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	DeNooyer Chevrolet 127 Wolf Road, Albany, NY 12205
Estimated Amount	\$52,497.50
Estimated Term	3/1/2023 to 2/28/2024
Scope of Services	Purchase one vehicle for the Albany County Sheriff's Office utilizing a piggyback award from the Fabius Fire Department.
Budget Line Item	AA3110 - 22400 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature

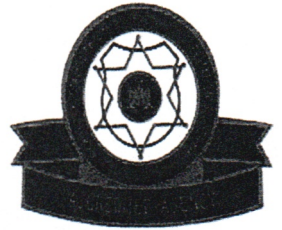


MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

Date: March 2, 2023
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Vehicle Purchase (Contract Request 2023-906)

Briefly, this request is to purchase a vehicle from DeNooyer Chevrolet for the Albany County Sheriff's Emergency Management Unit utilizing a piggyback award from the Fabius Fire Department.

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Hon. Bruce A. Hidley, County Clerk

Bill To
ALBANY COUNTY SHERIFF
HON CRAIG D APPLE
16 EAGLE ST COURT HOUSE RM 79
ALBANY, NY
12207

Requisition 31100122-00 FY 2023

Acct No:
A -13-32-3110-000-22400 -EMP22
Review:
Buyer:
Status: Released

Page 1

Vendor
DENOYER CHEVROLET INC
127 WOLF RD

Ship To
ALBANY COUNTY SHERIFF
HON CRAIG D APPLE
16 EAGLE ST COURT HOUSE RM 79
ALBANY, NY 12207

ALBANY, NY 12205

Tel#458-7700
Fax 458-2137

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/01/23	000435				SHERIFF

LN	Description / Account	Qty	Unit Price	Net Price
001	2023 CHEVROLET TAHOE VIN# 1GNSKLED4PR255537 PER FABIOUS FIRE DISTRICT BID ATTACHED Vendor Item	1.00 EACH	52497.50000	52497.50
1	A -13-32-3110-000-22400 -EMP22			52497.50

Requisition Link

Requisition Total 52497.50

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
A -13-32-3110-000-22400 -EMP22	52497.50	218637.42
Sheriff		
Automobiles		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	03/02/23	Cox, John	
Queued	03/02/23	Simmons, Tina	
Pending		Rice, William	
Pending		Shea, Maureen	

Authorized By: _____ Date: _____
Signature



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

Bill Asprion

Steve Gordon

SALESPERSON
Albany County Sheriff's Office

BUYER'S NAME
Albany Co Courthouse

STREET ADDRESS
Albany NY 12207

CITY (518) 447-7140 STATE (518) 447-7140 ZIP

RES. PHONE (518) 447-7140 BUS. PHONE (518) 447-7140
Patrick Francis patrick.francis@albanycountyny.gov

DRIVER'S LIC. NO. EMAIL ADDRESS

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

☒ NEW ☐ USED ☐ DEMO YEAR 2023 STOCK # F23179

MAKE Chevrolet MODEL Tahoe

BODY TYPE SUV # 8 ☒ AUTO ☐ SP. ☒ 4 WD

BODY COLOR Black TRIM SSV

VIN 1GNSKLED4PR255537

DEL. DATE MILEAGE

ESTIMATED DELIVERY DATE / PLACE OF DELIVERY

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle was as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle, a taxicab,

a driver education vehicle, or a rental vehicle. The vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty

THE TRADE

YEAR MAKE

MODEL BODY

COLOR TYPE

VIN MILEAGE

PLATE NO. EXP. DATE NEED PLATES ☐

THE CLOSEOUT

BAL. OWING TO: ADDRESS

AMOUNT GOOD UNTIL WHEN CONTACTED WHOM

\$ ACCT NO. PHONE

INSURANCE

INS. AGT. PHONE

ADDRESS

INS. CO.

POL. NO.

EFF. DATES

DEPOSITS

DEPOSIT WITH ORDER NO.

ADDITIONAL DEPOSIT

TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

* NOTICE TO USED VEHICLE BUYER: If you should be entitled to a refund pursuant to section 198-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED CHECK ONLY.

BUYER'S SIGNATURE DATE

ACCEPTED BY DATE

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER. SEE THE OTHER SIDE FOR ADDITIONAL TERMS.

THE PRICE

VEHICLE PRICE + \$52300.00

TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE) +

FACTORY INSTALLED EQUIPMENT +

OPTION CODE NYS BID ASSIST 341693/53

FAN # 856351

CK10706 5W4

VEHICLE IS IN STOCK!

DEALER INSTALLED EQUIPMENT AND SERVICES +

*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.

01/27/2023

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

TAXES AND OTHER FEES

SUBTOTAL OF VEHICLE AND OPTIONS \$52300.00

TRADE-IN ALLOWANCE -

OTHER (ITEMIZE) +

TAXABLE CASH DIFFERENCE

COUNTY Albany TAXES AT EXEMPT%

*TIRE FEE \$12.50

N.Y.S. INSPECTION FEE \$10.00

REGISTRATION FEES (ESTIMATE)

Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE. \$175.00

TOTAL SELLING PRICE \$52497.50

PLUS BALANCE OWING ON TRADE-IN +

NET

LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN) -

CASH DUE ON DELIVERY \$52497.50



Vehicle Locator

Dealer Information

DENOYER CHEVROLET, INC.
127 WOLF RD
ALBANY, NY 12205
Phone: 518-458-7700
Fax: 518-458-8263

F23179

1GNSKLED4PR255537

Model Year: 2023

Make: Chevrolet

Model: Tahoe

CK10706-4WD

PEG: 1FL-Commercial / Fleet Preferred Equipment Group

Primary Color: GBA-Black

Trim: H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel
Mgt, V V T

Transmission: MHU-Transmission, 10sp, 10L80 Gen 2

Event Code: 5000-Delivered to Dealer

Order #: BQTB3M

Order Type: FNR-Fleet Commercial

Stock #: N/A

Inventory Status: N/A

Additional Vehicle Information

GM Marketing Information

Vehicle Options

Chargeable Options

6C7-(SEO) Lighting, Red/White front, aux dome
6J3-(SEO) Wiring - Grille Lamp and Speakers
6J4-(SEO) Wiring - Horn/Siren Circuit
AMF-Remote Keyless Entry Package
B30-Floor Covering: Carpet, Color Keyed
B58-Floor Mats, color-keyed, carpeted 1st and
2nd row
BCV-(SEO) Calibration, Rear Door Auto Lock
Disable
BTV-Remote Engine Starting Pkg
PQA-1WT/1CX/1FL Safety Package
QAE-Tires: 275/60 R20 All Terrain, Blackwall
RD4-Wheels: 20" Painted Aluminum
w/machine face
UN9-(SEO) Radio Suppression Package
WX7-(SEO) Wiring provisions, Auxiliary
speaker

No Cost Options

L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T
MHU-Transmission, 10sp, 10L80 Gen 2
NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Emissions
VQ2-Holdback N/A, Dealer Fleet Assistance

Other Options

1FL-Commercial / Fleet Preferred Equipment Group
 5J9-Calibration, Taillamp Flasher, Red/White (SEO)
 5W4-Vehicle Special Service, Municipal (SEO)

A2X-Power Seat Adjuster (Driver's Side)
 ATD-Seat Delete: Third Row
 AY0-Airbags-frontal, front seat side-impact and roof-rail
 BVE-Assist Steps, Black
 CJ2-Climate Control, Electronic - Multi-zone
 GBA-Black
 H1T-1WT/1FL-Cloth, Jet Black, Interior Trim
 K34-Cruise Control
 K14-120 Volt Electrical Receptacle, In Cab
 KX4-Alternator, 250 AMP

R6J-Ship Thru Code Acknowledgement
 T8Z-Buckle-To-Drive
 U2J-SiriusXM Satellite Radio, Delete
 UDD-Driver Info Display
 UE4-Following Distance Indicator
 UHX-Lane Keep Assist/Departure Warning
 UK3-Radio Controls -Steering Wheel
 USR-USB Data ports, 2 within center console

UTJ-Theft Protection System, Unauthorized Entry
 V53-Luggage rack side rails - none
 VPV-Ship thru charge: Kerr Industr., Arlington, TX
 YK6-SEO Processing Option
 ZW7-Suspension Package, Premium Smooth Ride

5J3-Calibration, Surveillance Mode Int. Lighting (SEO)

5LO-(SEO) Calibration, taillamp flasher, Red/Red

6J7-(SEO) Flasher System, Headlamp and taillamp

AT6-Seat, 2nd row 60/40 Bench, manual

ATH-Keyless Open & Keyless Start

AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature

C6H-GVW Rating 7500 Lbs

DLF-Mirrors, O/S: Power, Heated

GU5-Rear Axle: 3.23 Ratio

IOR-Chevrolet Infotainment, 7" Color Screen

KC4-Cooler, Engine Oil

KNP-Transmission Cooling System

N37-Steering Column, Manual Tilt & Telescoping

RC1-Skid Plate

TB4-Liftgate, Rear, manual

UD5-Parking Assist, Front & Rear Sensors

UE1-OnStar Communication System

UEU-Sensor, Forward Collision Alert

UHY-Automatic Emergency Braking

UKJ-Sensor, Front Pedestrian Braking

UT7-(SEO) Ground studs, aux, cargo area inside liftgate

UVB-Rear Vision Camera, HD

VK3-Front License Plate Mounting Provisions

WUA-Fascia, Front, custom

Z82-Trailer Package

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Jail ☐

X Law Enforcement

Albany County Sheriff's Office
Request for Supplies and Equipment

Request Number _____

Date 01/27/2023

Requisition Number _____

Date _____

Purchase Order Number _____

Date _____

I respectfully request the following equipment:

Quantity required	Description	Vendor
1	Chevrolet Tahoe SSV – 2023 model - black Will be used as Unit 3803 See Pat Francis for details	DeNooyer Chevrolet Contract purchase
	OK'd by Sheriff Apple	
	Charge EMPG21	

Date Filed 1/27/2023 Authorized Signature Thomas M. Remmert
Thomas M. Remmert, Dep. Dir. Emerg. Mgt.

Albany County Request for Contract Approval

Contract #	2023-908
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A3110 - Sheriff
Date Submitted	Thursday, March 02, 2023
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	DeNooyer Chevrolet 127 Wolf Road, Albany, NY 12205
Estimated Amount	\$52,497.50
Estimated Term	3/2/2023 to 3/1/2024
Scope of Services	Purchase a vehicle for the Albany County Sheriff's Office utilizing a piggyback award from the Fabius Fire Department.
Budget Line Item	AA3110 - 22400 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

Date: March 2, 2023
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Vehicle Purchase (Contract Request 2023-908)

Briefly, this request is to purchase a vehicle from DeNooyer Chevrolet for the Albany County Sheriff's Emergency Management Unit utilizing a piggyback award from the Fabius Fire Department.

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Hon. Bruce A. Hidley, County Clerk

23-01

2023 REQUISITION

2/13/23

VENDOR DENOoyer

QUANTITY

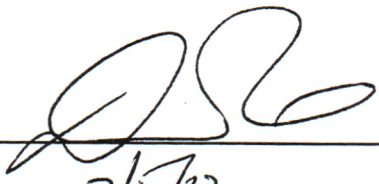
1 2023 CHEVROLET TAHOE
VIN# 1GNSKLED8PR259686
PER NYS BID ASSIST # 341693/53 52,497.50

TOTAL 52,497.50

GENERAL LEDGER SUMMARY

A93110.22400.EMP21 52,497.50 ENCUMBRANCE # 22144019
TOTAL 52,497.50

DELIVER TO: ALBANY COUNTY SHERIFF'S OFFICE
16 EAGLE STREET
ALBANY COUNTY COURTHOUSE
ALBANY NY 12207

AUTHORIZED BY:  _____

DATE: 2/15/23 _____



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

☒ NEW ☐ USED ☐ DEMO YEAR 2023 STOCK # F23290
MAKE Chevrolet MODEL Tahoe
BODY TYPE SUV CYL 8 ☒ AUTO SP. ☒ 4 WD
COLOR Summit White TRIM SSV
VIN 1GNSKLED8PR259686

DEL DATE MILEAGE
ESTIMATED DELIVERY DATE / PLACE OF DELIVERY

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle was as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle, a taxicab, a driver education vehicle, or a rental vehicle. The vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty.

THE TRADE

YEAR MAKE BODY
MODEL TYPE
COLOR MILEAGE
VIN
PLATE EXP. NEED
NO. DATE PLATES ☐

THE CLOSEOUT

BAL. OWING TO: ADDRESS
AMOUNT GOOD UNTIL WHEN CONTACTED WHOM
ACCT NO. PHONE

INSURANCE

INS. AGT. PHONE
ADDRESS
INS. CO.
POL. NO.
EFF. DATES

DEPOSITS

DEPOSIT WITH ORDER NO.
ADDITIONAL DEPOSIT
TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

* NOTICE TO USED VEHICLE BUYER: If you should be entitled to a refund pursuant to section 198-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION Z (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED CHECK ONLY.

BUYER'S SIGNATURE DATE
ACCEPTED BY DATE 1/27/23

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER. SEE THE OTHER SIDE FOR ADDITIONAL TERMS.

Bill Asprion

Steve Gordon

SALESPERSON
Albany County Sheriff's Office

BUYER'S NAME
Albany Co Courthouse

STREET ADDRESS
Albany

NY

12207

CITY
(518) 447-7140

STATE

ZIP

RES. PHONE
Patrick Francis

BUS. PHONE
patrick.francis@albanycountyny.gov

DRIVER'S LIC. NO.

EMAIL ADDRESS

THE PRICE

VEHICLE PRICE \$52300.00

TRANSPORTATION
(IF NOT INCLUDED IN VEHICLE PRICE)

FACTORY INSTALLED EQUIPMENT

OPTION CODE NYS BID ASSIST 341693/53

FAN # 856351

CK10706 5W4

VEHICLE IS IN STOCK!

DEALER INSTALLED EQUIPMENT
AND SERVICES

*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH

F E E S
01/27/2023

Purchaser's Initials: Date:

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

TAXES AND OTHER FEES

SUBTOTAL OF VEHICLE AND OPTIONS \$52300.00

TRADE-IN ALLOWANCE

OTHER (ITEMIZE)

TAXABLE CASH DIFFERENCE

COUNTY Albany

TAXES AT EXEMPT %

*TIRE FEE \$12.50

N.Y.S. INSPECTION FEE \$10.00

REGISTRATION FEES (ESTIMATE)

Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE. \$175.00

TOTAL SELLING PRICE \$52497.50

PLUS BALANCE OWING ON TRADE-IN

NET

LESS DEPOSITS
SUBMITTED (TRANSFER FROM LEFT COLUMN)

CASH DUE ON DELIVERY

\$52497.50



Vehicle Locator

Dealer Information

DENOYER CHEVROLET, INC.
127 WOLF RD
ALBANY, NY 12205
Phone: 518-458-7700
Fax: 518-458-8263

F23290

1GNSKLED8PR259686

Model Year: 2023

Make: Chevrolet

Model: Tahoe

CK10706-4WD

PEG: 1FL-Commercial / Fleet Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel
Mgt, V V T

Transmission: MHU-Transmission, 10sp, 10L80 Gen 2

Event Code: 4800-Rail Ramp Unload

Order #: BQTBD6

Order Type: FNR-Fleet Commercial

Stock #: N/A

Inventory Status: N/A

Additional Vehicle Information

GM Marketing Information

Vehicle Options

Chargeable Options

6C7-(SEO) Lighting, Red/White front, aux dome
6J3-(SEO) Wiring - Grille Lamp and Speakers
6J4-(SEO) Wiring - Horn/Siren Circuit
AMF-Remote Keyless Entry Package
B30-Floor Covering: Carpet, Color Keyed
B58-Floor Mats, color-keyed, carpeted 1st and
2nd row
BCV-(SEO) Calibration, Rear Door Auto Lock
Disable
BTV-Remote Engine Starting Pkg
PQA-1WT/1CX/1FL Safety Package
QAE-Tires: 275/60 R20 All Terrain, Blackwall
RD4-Wheels: 20" Painted Aluminum
w/machine face
UN9-(SEO) Radio Suppression Package
WX7-(SEO) Wiring provisions, Auxilliary
speaker

No Cost Options

L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T
MHU-Transmission, 10sp, 10L80 Gen 2
NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Emissions
VQ2-Holdback N/A, Dealer Fleet Assistance

Other Options

1FL-Commercial / Fleet Preferred Equipment Group

5J9-Calibration, Taillamp Flasher, Red/White (SEO)

5W4-Vehicle Special Service, Municipal (SEO)

A2X-Power Seat Adjuster (Driver's Side)

ATD-Seat Delete: Third Row

AY0-Airbags-frontal,front seat side-impact and roof-rail

BVE-Assist Steps, Black

CJ2-Climate Control, Electronic - Multi-zone

GAZ-Summit White

H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

K34-Cruise Control

KI4-120 Volt Electrical Receptacle, In Cab

KX4-Alternator, 250 AMP

R6J-Ship Thru Code Acknowledgement

T8Z-Buckle-To-Drive

U2J-SiriusXM Satellite Radio, Delete

UDD-Driver Info Display

UE4-Following Distance Indicator

UHX-Lane Keep Assist/Departure Warning

UK3-Radio Controls -Steering Wheel

USR-USB Data ports, 2 within center console

UTJ-Theft Protection System, Unauthorized Entry

V53-Luggage rack side rails - none

VPV-Ship thru charge: Kerr Industr., Arlington, TX

YK6-SEO Processing Option

ZW7-Suspension Package, Premium Smooth Ride

5J3-Calibration, Surveillance Mode Int. Lighting (SEO)

5LO-(SEO) Calibration, taillamp flasher, Red/Red

6J7-(SEO) Flasher System, Headlamp and taillamp

AT6-Seat, 2nd row 60/40 Bench, manual

ATH-Keyless Open & Keyless Start

AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature

C6H-GVW Rating 7500 Lbs

DLF-Mirrors, O/S: Power, Heated

GU5-Rear Axle: 3.23 Ratio

IOR-Chevrolet Infotainment, 7" Color Screen

KC4-Cooler, Engine Oil

KNP-Transmission Cooling System

N37-Steering Column, Manual Tilt & Telescoping

RC1-Skid Plate

TB4-Liftgate, Rear, manual

UD5-Parking Assist, Front & Rear Sensors

UE1-OnStar Communication System

UEU-Sensor, Forward Collision Alert

UHY-Automatic Emergency Braking

UKJ-Sensor, Front Pedestrian Braking

UT7-(SEO) Ground studs, aux, cargo area inside liftgate

UVB-Rear Vision Camera, HD

VK3-Front License Plate Mounting Provisions

WUA-Fascia, Front, custom

Z82-Trailer Package

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



**Fabius Fire District
PO Box 144
Fabius, New York 13063**



*Joshua Virgil, Chairman
Betty DeLuna
Administrative Assistant
Michael Rankin
Michael Woodford
Darrell June
Richard Kadlubowski*

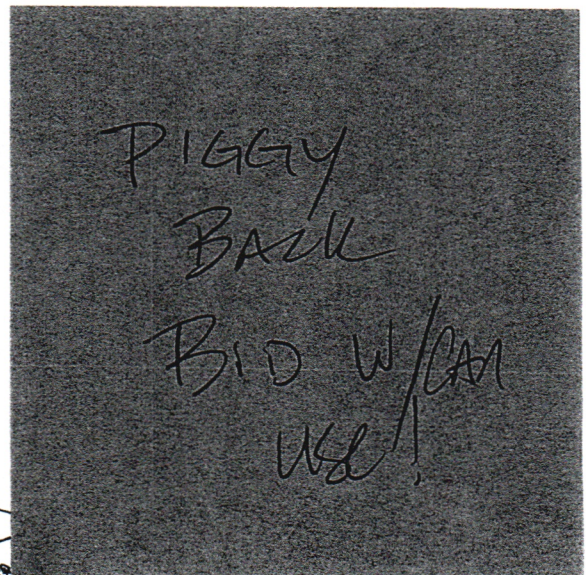
September 7, 2022.

This letter is to signify that DeNooyer Chevrolet, 127 Wolf Road, Albany, NY 12205 has been awarded the bid for the 2023 Chevy Tahoe from the Fabius Fire District in Fabius, NY. The bid price of \$52,497.50 will be paid upon delivery of vehicle.

Betty DeLuna

Betty DeLuna

Fabius Fire District Secretary



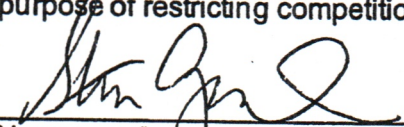
Non-Collusion Bid Certification

By submission of this Bid, the Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.


Name: Steve Gordon

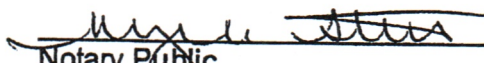
Title:

Agency Name: 21st Century NY

Deborah Chandler
Sworn to before me this 1st

day of September, 2022.

ANGELA M STEVENS NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01ST6309256 Qualified in RENSSELAER County Commission Expires AUGUST 11, 2026
--


Notary Public

FIRE DISTRICT
Bid Specifications

Bidder
Complies
Yes No

2023 Tahoe SSV
exact specs as enclosed
\$52,497.50

Ken Gordon
9/1/2023

FIRE DISTRICT
Bid Specifications

Bidder
Complies

Yes

No

INSTRUCTIONS TO BIDDERS

The purpose of these instructions and specifications are to describe the requirements, construction, and delivery of a Squad Firefighting Vehicle as outlined herein for the Fabius Fire District hereinafter referred to as the "Purchaser".

All bids must meet the requirements of this bid specification and any bid that fails to do so may be considered non-responsive.

This bid package shall be available beginning on September 1, 2022 by calling _Betty DeLuna at 315-283-2515. This bid package may also be obtained by e-mail from the Fire District Secretary at bedffdist@gmail.com. All requests for bid packages including by e-mail must be received by midnight prevailing time on September 4, 2022 and must include an address where to send or e-mail the bid package.

All bids must be received by 6:45 p.m. prevailing time on September 6, 2022. Bids shall be publicly opened at a meeting of the Fabius Fire District Board of Fire Commissioners on that date at 7:00 p.m. prevailing time.

All bids shall be sealed and shall be addressed to: Fabius Fire District P.O. Box 144 Fabius, NY 13063 or delivered in person to the Apulia Fire Station 6441 New York Route 80, Apulia Station, NY 13020 until 6:45 p.m. prevailing time on the date designated above for bid opening.

Bid envelopes shall be plainly labeled **BID FOR NEW SQUAD** along with the date and time for bid opening. The Purchaser shall not be responsible for premature opening or failure to open a bid not properly addressed and labeled as set forth herein.

Any bid received by the Fabius Fire District after the time for bid delivery shall not be considered and shall be returned to the bidder unopened. **BIDS RECEIVED BY FAX, ELECTRONIC MAIL OR OTHER ELECTRONIC MEANS OR TELEPHONE SHALL NOT BE ACCEPTED. (NO EXCEPTIONS)**

Any bidder may withdraw a bid by sending a request via certified mail return receipt requested so that it is received prior to the time set for bid opening. **NO BIDDER SHALL BE PERMITTED TO WITHDRAW A BID AFTER THE TIME SET FOR BID OPENING.**

Any negligence committed by the bidder in the preparation of its bid shall not be a basis for withdrawing the bid after bids have been opened.

FIRE DISTRICT

Bid Specifications

Bidder Complies	
Yes	No

All bids and any accompanying certification must be manually signed by an authorized officer or representative of the bidder.

Bids will only be considered from dealers which have an established reputation in the field of sales and service of similar vehicles and have been in business for a minimum of twenty five (25) years.

Each bidder shall furnish satisfactory evidence of its ability to deliver the vehicle specified, and shall also show that they are in a position to render prompt service and furnish replacement parts for said apparatus. Because this vehicle is intended to be used in the Fire Service, Purchaser reserves the right to take into consideration the location of the bidder and its ability to quickly respond to and perform maintenance and/or repairs in order to keep out of service time to a minimum.

It is the bidder's responsibility to see that their proposals arrive on time. Late proposals, facsimiles, telegrams, e-mail, other electronic means or telephone bids will not be considered.

The purchaser reserves the right to accept or reject any or all bids on such basis as the purchaser deems to be in its best interest.

All bid prices shall remain effective for 45 calendar days from the bid opening date.

The vehicle is to be of current year of manufacture and is to be new.

The bid price shall not include any local, state, or federal taxes.

Pursuant to New York General Municipal Law section 103-d, all bidders shall submit a non-collusive bidding certificate a copy of which is included with this bid specification. **Failure to submit this certificate executed by an officer or authorized representative of the bidder shall result in a rejection of the bid.**

The successful bidder shall certify that it is in compliance with all applicable Federal, State and Local Laws in effect at the time the contract is executed.

If any bidder has, at any time within the past twenty (20) years been indicted, charged or convicted of any crime in connection with a bid, said bidder shall include on a separate sheet of paper complete details including the purpose of the bid, the crime(s) charged, the disposition of the charges and any fines or other punishments imposed as a result thereof.

FIRE DISTRICT
Bid Specifications

Bidder Complies	
Yes	No

PRE-EXECUTION CONFERENCE

After the bid is awarded, an authorized representative of the successful bidder shall meet with the officials of the Fabius Fire District or their designee(s) to personally discuss all aspects of the bid and the specifications in order to ensure that all parties have a complete understanding of the Purchaser's specifications and the expectations and the bidder's proposal. This meeting shall occur before any contract is executed.

DELIVERY

Each bidder shall clearly state in this paragraph the approximate delivery date of the vehicle in calendar days. This shall be after receipt of the signed contract. The vehicle shall be delivered to the Purchaser within ___ days of the execution of a contract. Purchaser reserves the right to take vehicle availability/delivery dates into consideration when awarding the bid.

DISCOUNTS

Any rebates or discounts the bidder is able to offer via factory rebate programs or willing to offer shall clearly be stated in the bid. Rebates other than those offered by the factory/manufacturer cannot be considered.

INTENT OF SPECIFICATIONS

It is the intent of these specifications to cover the furnishing and delivery to the purchaser a complete unit equipped as herein specified, with a view of obtaining the best results and the most acceptable apparatus for the purchaser.

These specifications cover only the general requirements as to the type of construction and test to which the apparatus must conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features.

All equipment and components shall be in compliance with all federal, state, ICC, and DOT regulations, standards, and laws relating to such vehicles.

Loose equipment shall be provided only as stated in the following pages.

FIRE DISTRICT

Bid Specifications

Bidder Complies	
Yes	No
COMMERCIAL GENERAL LIABILITY INSURANCE Each bidder shall supply proof of Commercial General Liability Insurance equal to or exceeding \$1,000,000. This shall be provided as part of the proposal. GENERAL REQUIREMENTS This specification package, along with any herein listed exceptions, shall be submitted as a part of the bidder's entire bid proposal. Do not detach or omit these sheets. EXCEPTIONS, VARIATIONS, OR CLARIFICATIONS These specifications are based upon performance criteria which have been developed by the purchaser as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of fire apparatus that is acceptable at this time. Therefore, major exceptions to the specifications will not be accepted. <u>All bidders shall place a "Y" for yes or a "N": for no next to each and every paragraph in the column provided on the right hand edge of the paper, indicating compliance or noncompliance with that paragraph of the specifications.</u> A number shall be inserted next to the paragraph which relates to an explanation on page(s) entitled "Exceptions" that the bidder shall include with their proposal specifications. Any exception shall be clearly defined with details as to the proposed alternative, referencing manufacturer and model where appropriate. Descriptive literature shall be provided to help evaluate the exception. A general exception cannot be taken for any paragraph. A full word for word Written Comparison shall be included within the bid for any exception listed. Each exception shall be considered by the degree of impact and total effect on the bid. Proposals taking total exception to the specifications shall not be considered by the purchaser. "NO EXCEPTIONS" The purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final. The purchaser shall assume that failure to cite an exception indicates full compliance with the specifications. Should the equipment not comply with all requirements of this document, the equipment shall be rejected at the final inspection. All equipment shall be inspected for material, workmanship, and compliance with the specifications prior to acceptance. All equipment found to be in noncompliance shall be identified and the purchaser reserves the right to accept or reject the specific items. The noncompliant rejected equipment shall be replaced or reworked to meet the requirements of this document at no additional cost to the purchaser.	Page 4

FIRE DISTRICT

Bid Specifications

Bidder Complies	
Yes	No

The bidder shall have thirty (30) days after delivery to fulfill that part(s) of the specifications which does not comply with the original outlined specifications. Bidder shall incur all expenses of pickup and redelivery of the vehicle.

DATA REQUIRED OF THE BIDDER:

The successful bidder will supply, at the time of delivery, at least one (1) copy of the following documents:

(1) The manufacturer's record of apparatus construction details, including the following information:

- a. A complete owner's manual set including manuals for any accessories, navigation systems, towing systems or any other system or feature for which a manual is produced.
- b. Manuals for any added emergency equipment including but not limited to emergency lighting packages, siren, radio or other communications equipment to the extent same are installed by the successful bidder
- c. A complete schedule of recommended maintenance;
- d. A complete copy of all applicable warranties.

AVAILABILITY OF PIGGYBACK CONTRACTS

Effective August 1, 2012, a new subdivision 16 was added to General Municipal Law section 103 to authorize "any state or other political subdivision or district therein" to purchase apparatus, materials, equipment and supplies and to contract for services related to the installation, maintenance or repair of those items through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein. This contract is made available for use by other government entities or political subdivisions in accordance with NY GML sections 100 through 104. It is understood, however, that the extension of such contracts are at the discretion of the vendor and, unless a new contract is entered into, the vendor is only bound by any contract between it and the Fabius Fire District.

VEHICLE

Provide one General Motors Chevrolet Tahoe 4WD, 4Dr Model CK10706 Model Year 2023 or newer in accordance with the attached specifications. Color is to be Victory Red.

**FABIUS FIRE DISTRICT
NOTICE TO BIDDERS
CHEVROLET TAHOE SQUAD FIREFIGHTING VEHICLE**

Sealed proposals for the purchase by the Fabius Fire District of a 2023 or newer model year Chevrolet Tahoe for use as a Squad Firefighting Vehicle will be received via mail at the Fabius Fire District, P.O. Box 144 Fabius, NY 13063 and in person at the Apulia Fire Station 6441 Route 80, Apulia Station, NY 13020 until 6:45 p.m. prevailing time on August __, 2022 and such bids for said Chevrolet Tahoe will be opened and the amounts bid publicly read aloud at 7:00 p.m. at a meeting of the Fabius Board of Fire Commissioners on August __, 2022 or as soon thereafter as the meeting is brought to order.

The Bid Specifications Package for said 2023 or newer model year Chevrolet Tahoe may be obtained from the Fire District Secretary by email: bedffdist@gmail.com . All requests for a copy of such Bid Specifications Package by email must be received by midnight August __, 2022 prevailing time, and include a return email address.

Delivery of bids shall be as required in the Instructions to Bidders contained within such Bid Specifications Package.

The Fabius Fire District reserves the right to reject any and all bids and to accept the bid best suited for its specific needs and at the best value for the District taxpayers.

Bids will be binding for sixty (60) days subsequent to bid opening and subject to any conditions stated in the Bid Specifications Package.

Bidding shall be in accordance with the Instructions to Bidders contained in the Bid Specifications Package therefor.

Dated: August __, 2022

**BOARD OF FIRE COMMISSIONERS
FABIUS FIRE DISTRICT
BETTY DELUNA, SECRETARY**



OrderWORKBENCH

Vehicle Specifications

PEG: 1FL - Commercial / Fleet Preferred
Equipment Group

Primary Color:

Trim: H1T - 1WT/1FL-Cloth, Jet Black, Interior
Trim

Engine: L84 - Engine: 5.3L, EcoTec3 V-8, DI,
Dynamic Fuel Mgt, V V T

Emissions:

Transmission: MHU - Transmission, 10sp, 10L80 Gen 2

Ordered Options: 5J3: Calibration, Surveillance

Mode Int. Lighting (SEO)

5LO: (SEO) Calibration, taillamp
flasher, Red/Red

6C7: (SEO) Lighting, Red/White
front, aux dome

6J4: (SEO) Wiring - Horn/Siren
Circuit

A2X: Power Seat Adjuster
(Driver's Side)

AT6: Seat, 2nd row 60/40
Bench, manual

ATH: Keyless Open & Keyless
Start

AZ3: Seats: Front 40/20/40

Split-Bench, Full Feature

B58: Floor Mats, color-keyed,
carpeted 1st and 2nd row

BTV: Remote Engine Starting
Pkg

C6H: GVW Rating 7500 Lbs

DLF: Mirrors, O/S: Power,
Heated

IOR: Chevrolet Infotainment, 7"
Color Screen

KC4: Cooler, Engine Oil

KNP: Transmission Cooling
System

N37: Steering Column, Manual
Tilt & Telescoping

5J9: Calibration, Taillamp Flasher,
Red/White (SEO)

5W4: Vehicle Special Service, Municipal
(SEO)

6J3: (SEO) Wiring - Grille Lamp and
Speakers

6J7: (SEO) Flasher System, Headlamp and
taillamp

AMF: Remote Keyless Entry Package

ATD: Seat Delete: Third Row

AY0: Airbags-frontal, front seat side-impact
and roof-rail

B30: Floor Covering: Carpet, Color Keyed

BCV: (SEO) Calibration, Rear Door Auto
Lock Disable

BVE: Assist Steps, Black

CJ2: Climate Control, Electronic - Multi-
zone

GU5: Rear Axle: 3.23 Ratio

K34: Cruise Control

KI4: 120 Volt Electrical Receptacle, In Cab

KX4: Alternator, 250 AMP

NE1:

CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA

Emissions

QAE: Tires: 275/60 R20 All Terrain,
Blackwall

RC1: Skid Plate

T8Z: Buckle-To-Drive

U2J: SiriusXM Satellite Radio, Delete

2023 SPECIAL SERVICE TAHOE

— NOW IS THE TIME TO PUT YOUR NAME ON ONE OF OUR —

NEWLY AVAILABLE TAHOES

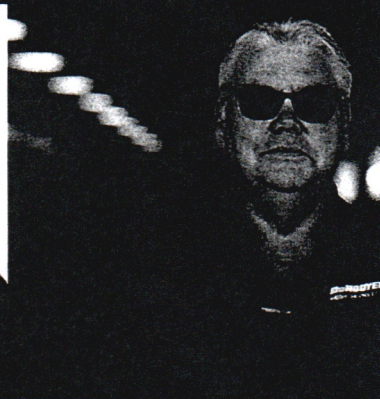
BUY OFF OF **PIGGYBACK PRICING**
FROM BIDS AWARDED THROUGH
DENOoyer CHEVROLET

**ALSO INCLUDES SUBURBANS
AND SILVERADOS**

SOME OF OUR TAHOES ARE ALREADY
UPFITTED WITH WHALEN LIGHT
PACKAGE HAVIS CONSOLE, AND
AVAILABLE FOR IMMEDIATE DELIVERY

EXISTING PACKAGE CAN BE UPGRADED

SPECIAL SERVICING ARRANGEMENTS
ARE HANDLED DIRECTLY THROUGH THE
DENOoyer CHEVROLET TEAM OF BILL
ASPRION AND STEVE GORDON, FLEET
AND GOV'T MANAGERS



STEVE GORDON

518-469-8804

sgordon@denooyerchevrolet.com

BILL ASPRION

518-858-8754

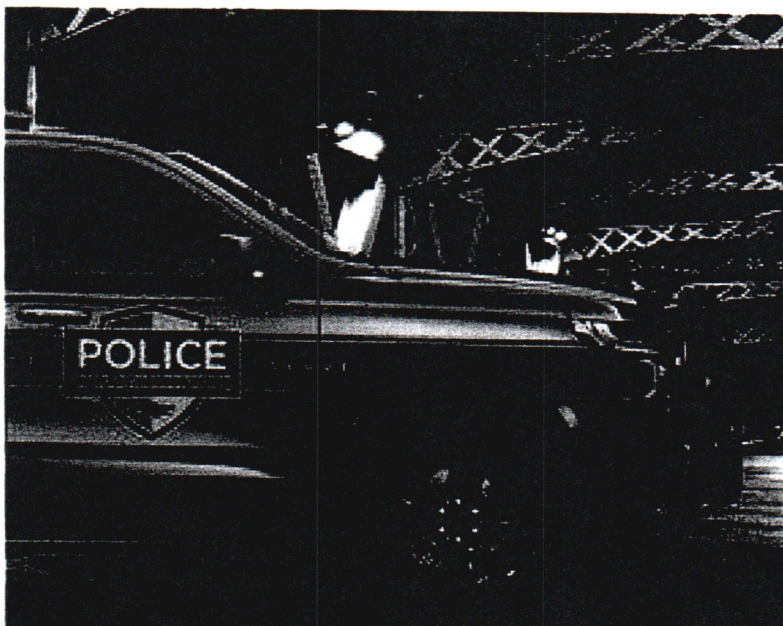
basprion@denooyerchevrolet.com

YOUR SOURCE FOR

FIRE, POLICE

— & —

MUNICIPAL VEHICLES



Albany County Request for Contract Approval

Contract #	2023-902
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	N) None
Department	A3020 - Emergency 911
Date Submitted	Wednesday, March 01, 2023
Contact Person	Demarest, Kevin
Contact Phone	() -518
Vendor Info	Pulsiam Hitech Systems 16030 Ventura Blvd. Suite 250 , Encino, CA 91436
Estimated Amount	\$22,036.15
Estimated Term	4/1/2023 to 3/31/2024
Scope of Services	SafetyNet Software Maintenance for E911
Budget Line Item	AA3020 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

Date: March 2, 2023
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Software Purchase

Briefly, this request is enter into an agreement between Albany County Sheriff's Office and Pulsiam Hitech Systems to purchase annual safetynet software maintenance for the Albany County Sheriff's Emergency 9-11 Center.

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Hon. Bruce A. Hidley, County Clerk

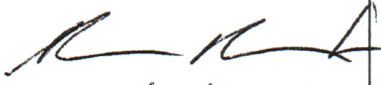


(310) 282-9919 (310) 282-9929 (Fax)
16030 Ventura Blvd. Suite 250
Encino, CA 91436

DATE	2/17/2023
INVOICE NO.	7683
TERMS	Net 30
P.O./CUST REF.	
HSI TASK	87139

BILL TO

Albany County Sheriff's Department PSAP
Attn.Capt. Ralph Mariani
Albany County Courthouse
Room 79
Albany, N.Y. 12207

MAINTENANCE PROVIDED	QTY	UNIT PRICE	TOTAL
SafetyNet Software Maintenance for the period 04/01/2023 - 03/31/2024			
Albany County Sheriff's Department			
SafetyNet CAD Workstation	5	2,568.48	12,842.40
SafetyNet RMS Full Access Client	5	1,285.65	6,428.25
Hiterm Windows Client	5	83.18	415.90
Rocket Universe	20	117.48	2,349.60
 2/20/2023			
Thank you for your business.			Total \$22,036.15

Albany County Request for Contract Approval

Contract #	2023-929
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A8020 - Economic Dev, Conservation and Planning
Date Submitted	Wednesday, March 08, 2023
Contact Person	Rogers, Lucas
Contact Phone	1 (518) 447-5566
Vendor Info	Discover Albany 25 Quackenbush Square,, Albany, NY 12207
Estimated Amount	\$40,000.00
Estimated Term	2/1/2023 to 1/31/2025
Scope of Services	Marketing and Advertisement to promote and support the Albany County Craft BEverage Trail
Budget Line Item	AA8020 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

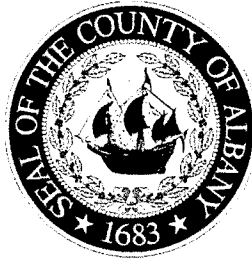
Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
ECONOMIC DEVELOPMENT, CONSERVATION AND PLANNING
112 STATE STREET – ROOM 1310
ALBANY, NEW YORK 12207-2021
(518) 447-5670

March 8, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 9th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

Albany County is requesting to contract with Discover Albany for promotion, marketing, and advertisement to support the Albany County Craft Beverage Trail that is currently under development. The County Executive and Legislature worked together to include this funding in the 2023 adopted budget. Discover Albany is the designated Tourism Promotion Agency for Albany County and is the appropriate organization to do this work. The marketing and promotion work will include, but not be limited to, website development, a digital passport, physical marketing materials, and an online marketing campaign.

If you should have any questions, please do not hesitate to contact me.

Sincerely

Kevin O'Connor
Albany County Director of Economic Development

RESOLUTION NO. 476

**AUTHORIZING THE COUNTY EXECUTIVE TO SUBMIT AN APPLICATION
TO ESTABLISH THE ALBANY COUNTY BEVERAGE TRAIL AND
AMENDING THE 2022 ALBANY COUNTY BUDGET**

Introduced: 11/14/22

By Messrs. Peter, A. Joyce, Feeney, Beston, Ms. Chapman, Messrs. Clay, Cleary, Commisso, Domalewicz, Ethier, Fein, Kuhn, Ms. Lekakis, Mr. Mayo, Mss. McLaughlin, McLean Lane, Messrs. Miller, O'Brien, Ms. Plotsky, Messrs. Reidy, Reinhardt, Ricard, Simpson and Ward:

WHEREAS, It is in the interest of Albany County to establish a craft beverage trail with appropriate support and signage under the auspice of the New York State Department of Agriculture and Markets Cuisine Trail, and

WHEREAS, New York State Agriculture and Markets Law § 284-a allows certain associations of producers to constitute farm, apple and/or cuisine trails to promote greater agricultural marketing and promotional opportunities for agriculture producers located in in trails, and

WHEREAS, Albany County is home to a variety of craft beverage production businesses, which can all benefit from a trail designation as it relates to attracting patrons or tourists, increasing patronage of association member businesses and expanding the marketing capabilities of all trail members, and

WHEREAS, The benefits experienced by our agricultural producers and associated business community will extend to the entire population of the County, as it boosts the local economy, and

WHEREAS, To further support this initiative the Albany County Legislature hereby authorizes the transfer of \$30,000 in the 2022 Budget to the Department of Public Works budget to create wayfinding to all participating establishments, and it is the intent of the Albany County Legislature to include money for this initiative in the 2023 County Budget for advertising, enhancement and support for the new trail, including, but not limited to, creating a digital passport, an online drop page and any other support that may be deemed necessary. Now, therefore be it

RESOLVED, That the County Executive is hereby authorized and encouraged to take any and all steps necessary to submit an application to the New York State Department of Agriculture and Markets for the designation of an Albany County Beverage Trail for the purposes of maximizing the benefits therefrom, and be it further,

RESOLVED, That the 2022 Albany County Budget is amended as follows:

Decrease Appropriation Account A1010.4 by \$30,000 by decreasing Line Item A1010 4 44015 Legislative Task Force by \$30,000

Increase Appropriation Account D5010.4 by \$30,000 by increasing Line Item D5020 44076 Road Signs by \$30,000

and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 11/14/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 14th day of November, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 16th day of November, 2022.


Clerk, Albany County Legislature

Albany County Request for Contract Approval

Contract #	2023-930
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	
Department	A1640 - Fleet Management
Date Submitted	Wednesday, March 08, 2023
Contact Person	Rogers, Lucas
Contact Phone	1 (518) 447-5566
Vendor Info	Energetics 3 Kirkland Ave, Clinton, NY 12207
Estimated Amount	\$59,500.00
Estimated Term	11/8/2021 to 12/31/2023
Scope of Services	No cost contract extension with Energetics to continue work on the Albany County Fleet Electrification Study.
Budget Line Item	HHY - - - -
Fiscal Impact	County: 0.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
ECONOMIC DEVELOPMENT, CONSERVATION AND PLANNING
112 STATE STREET – ROOM 1310
ALBANY, NEW YORK 12207-2021
(518) 447-5670

March 8, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 9th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

Albany County is requesting extend a contract with Energetics to continue work on the Albany County Fleet Electrification Study. The study has to date created a comprehensive fleet inventory and a comprehensive electrification roadmap. The no cost extension will allow the vendor to expand upon this roadmap with an emphasis on optimal integration of recently purchased vehicles and potential opportunities to convert medium and heavy duty vehicles to zero emissions models.

If you should have any questions, please do not hesitate to contact me.

Sincerely

Daniel P. McCoy
Albany County Executive



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
(518) 447-7110 - FAX (518) 447-5564
WWW.ALBANYCOUNTY.COM

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

JOHN W. LIGUORI
DEPUTY COUNTY ATTORNEY

MEMORANDUM

DATE: December 13, 2021

TO: **Lucas Rogers**

FROM: Robert Daley
Assistant County Attorney

RE: Agreement Between The County of Albany
And Energetics
Contract No: 6659 of 2021

Attached herewith is one agreement(s) of the above referenced agreement.

Kindly forward the agreement to the contractor.

Thank you.

TD/TB
Enclosure

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND ENERGETICS
FOR COMPREHENSIVE FLEET INVENTORY
AND ELECTRIFICATION PLAN

CONTRACT NO. 6660 OF 2021

This is an Agreement made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, within a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the "County") and Energetics, with a principal address located at 3 Kirkland Ave, Clinton, New York 13323 (hereinafter called the "Contractor," and the County and Contractor each may be referred to herein as a "[p]arty" or, together, as the "[P]arties").

W I T N E S S E T H:

WHEREAS, the County has a need for fleet inventory and electrification plan development to reduce its transportation emissions; and

WHEREAS, the County has issued a request for proposals for the aforesaid services, said request having been denominated RFP #2021—134, issued by the Albany County Purchasing Division (hereinafter the "Purchasing Division") on September 24, 2021, and published on September 30, 2021 & October 7, 2021 (hereinafter called the "RFP"); and

WHEREAS, the Purchasing Division has issued two (2) addenda to the RFP, the first on October 13, 2021 (hereinafter called the "Addendum #1"), and the second on October 18, 2021 (hereinafter called the "Addendum #2, and collectively with Addendum #1, hereinafter called the "Addenda"); and

WHEREAS, the Contractor has submitted a proposal on October 29, 2021 to provide the aforesaid services (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Contractor to provide the aforesaid services; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned carpet removal and installation services, and to execute a fully-integrated agreement with respect thereto;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the Addenda, which is incorporated herein and made a part hereof in its entirety by reference; the RFP, which is incorporated herein and made a part hereof in its entirety by reference; and the Contractor's Proposal, which is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the Addenda; 3) the RFP; and 4) the Contractor's Proposal.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall provide fleet inventory and electrification plan development for the County to reduce its transportation emissions. These services are more particularized in the Contractor's Proposal, attached hereto as Schedule A.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations contained in this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed FIFTY-NINE THOUSAND, FIVE HUNDRED AND 00/100 (\$59,500.00) DOLLARS (US CURRENCY) for all services performed under this Agreement.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the County, and acceptance by the County of the Claim Form.

ARTICLE 5. TERM OF THE AGREEMENT

This Agreement shall commence on November 8, 2021 and continue in effect until November 7, 2022.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

- 6.1 This Agreement may be terminated by the County or the Contractor as follows:
 - 6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the

Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

- 6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.
- 6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute Contractor.

ARTICLE 7. PROHIBITION OF CONTRACT ASSIGNMENT

- 7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity without the prior written consent of the County.
- 7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. PREVAILING WAGE

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman, or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a]a.

ARTICLE 11. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that Contractor either (a) has no business operations in Northern Ireland; or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under §4 of the said Local Law No. 3 for 1993 including, but not limited to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 14. RELATIONSHIP OF THE PARTIES

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the County for any purpose. The agents, representatives, and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives, or employees of the County.

ARTICLE 15. INDEMNIFICATION

Contractor shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents, representatives, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses. Contractor shall bear no responsibility for the negligence of the County or its employees, agents, and assignees.

ARTICLE 16. INSURANCE COVERAGE

- 16.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule B attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate(s). No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.
- 16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule B of this Agreement.

ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief, the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. ACCOUNTING RECORDS

- 19.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 19.2 Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software, or any other information relevant to performance under this Agreement, immediately upon request.
- 19.3 Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 20. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 21. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor, or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 22. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in

fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 23. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

ARTICLE 24. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE 25. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs.

ARTICLE 26. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 27. NOTICES

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE 28. STORMWATER MANAGEMENT PROGRAM

The Contractor specifically agrees to comply with the terms and conditions of the County's stormwater management program (SWMP) as set forth in Albany County Local Law No.7 for 2007 and further agrees to implement any corrective actions identified by the County or a representative. The Contractor understands that the County must comply with the conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit (GP-0-10-002) for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s) and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. The Contractor further understands that any non-compliance will not diminish,

eliminate or lessen the Contractor's own liability. The Contractor shall execute and deliver to the Count a certification statement prior to commencing any work.

ARTICLE 29. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ARTICLE 30. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

ARTICLE 31. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

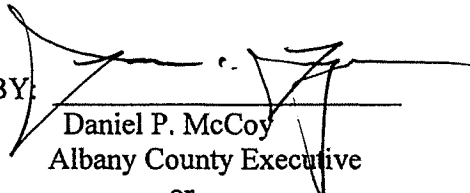
ARTICLE 32. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

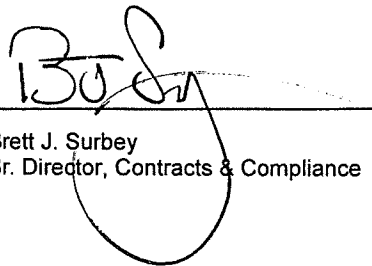
COUNTY OF ALBANY

DATED: 12/7/2021

BY: 
Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

ENERGETICS

DATED: 12/2/21

BY: 
Brett J. Surbey
Sr. Director, Contracts & Compliance

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 7th day of December, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

JOHN W. LIGUORI
Notary Public, State of New York
Qualified in Albany County
No. 5012488

~~STATE OF NEW YORK)~~ STATE OF VIRGINIA)
COUNTY OF FAIRFAX) SS.:

Commission Expires June 15 2023

On the 2nd day of December, 2021, before me, the undersigned, personally appeared Brett J. Surbey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CHRISTINE RENEE KAINEG
NOTARY PUBLIC
REGISTRATION # 7849558
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2023

Notary Public

Christine Renee Kaineg
Registration 7849558
Exp. August 31, 2023

SCHEDULE A

Scope of Services

SECTION 4: SCOPE OF SERVICES

Part I - Inventory

4.1 Albany County Fleet Inventory. In order to set a baseline for the transition to zero emissions vehicles, the consultant will inventory the size and current electrification status of the approximately 200 light, medium, and heavy duty vehicles used by County Executive Departments. The consultant shall collect data including, but not limited to:

- Model year
- Year purchased
- Make
- Model
- Drivetrain type (2-wheel, 4-wheel, or all-wheel drive)
- Type of fuel/power source (e.g., gasoline, diesel, compressed natural gas, electricity)
- Miles per gallon (MPG) rating
- Mileage (i.e., the odometer reading)
- Class: light-duty, medium-duty, or heavy-duty
- Gross vehicle weight rating (GVWR) over 8,500 pounds: yes or no
- Department the vehicle is associated with
- Vehicle function (i.e., the tasks associated with the vehicle's use. Notes any vehicles that travel more than 150 miles per day)
- Parking Location
- Miles driven per vehicle on an annual basis
- Fuel (or power) consumption per vehicle on an annual basis
- Average cost of fuel (or power) on an annual basis
- Estimated cost of maintenance on an annual basis
- Typical Replacement Cycle

Deliverable: Comprehensive Fleet Inventory

Part 2 – Roadmap to Electrification

4.2 Charging Requirements and Required Charging Network. Based on the completed vehicle inventory, the consultant will identify the charging requirements needed to electrify the County's fleet. This section should be divided into two categories: (1) light duty fleet; and (2) medium and heavy-duty fleet. Based on the type and location of County vehicles, the consultant shall determine the projected number and location of electric vehicle fueling stations needed to provide fueling to the County's fleet. In addition, the consultant should perform a detailed analysis of County facilities to determine the most cost-effective way to add infrastructure necessary for full fleet electrification. The consultant should provide recommendations including, but not limited to: (1) prioritization of locations to install fleet electric vehicle fueling stations; (2) type and number of stations to install; (3) estimated cost of installation; and (4) a proposed schedule for implementation. This section should identify necessary electric infrastructure and other facilities improvements. This section should also include a summary of all financial support for fleet charging station infrastructure installation. Consultant should work with local utilities to complete this analysis.

Deliverable: Draft report chapter with electric vehicle fueling station roadmap.

4.3 Available Alternative Vehicles Review. The Consultant will review currently available battery and fuel cell electric vehicle alternatives to the vehicle types most commonly used by the County. This task will highlight vehicle classes for which electric alternatives are available and most cost effective, as well as those for which practical electric alternatives are not available. The review shall include:

- Average upfront and lifecycle vehicle cost differential among the commercially available fuel options;
- Cost/benefit analysis of the conversion to electric vehicles for different vehicle classes and types;
- Identification of the vehicle types that are least viable for conversion to electric due to insufficient alternatives, unreliable technology, excessive cost, or other identified reasons. This section should include an overview of emerging technology and/or case studies for these vehicles.

Deliverable: Draft report chapter with electric vehicle fueling station roadmap

4.4 Vehicle Conversion Plan. The consultant will recommend a plan for conversion of the County fleet to battery and/or fuel cell electric vehicles (other zero emissions vehicles will be considered with justification). This section should include recommended vehicles to procure, a proposed timeline, and estimates of projected costs and potential savings for (1) complete conversion of the County's light duty fleet; and (2) conversion of the County's medium and heavy-duty fleet based on available technology. The plan should reflect available and emerging technology and establish timelines for fleet conversion. This section should identify barriers to conversion as well as financing mechanism and strategies to achieve fleet conversion. These strategies may include, but are not limited to:

- Energy or carbon savings performance contracting;
- Utility grants and rebates;

- Revolving loan funds;
- State grant programs;
- Federal grant programs;
- Private third-party financing;
- Partnerships with other municipalities or institutions;
- Fleet management services;
- Leasing;
- Vehicle to grid technology.

Deliverable: Draft report chapter with electric vehicle conversion roadmap



SECTION IV

Plan Implementation

Energetics professional engineers, scientists, and project management professionals leverage extensive experience with advanced transportation technologies and alternative fuels, along with their integration into vehicle fleets, to provide a comprehensive fleet assessment service. First, the existing vehicle characteristics are evaluated, and the fleet's mission is understood. Next, all available options (e.g., efficiency improvements, electrification, alternative fuels, infrastructure upgrades, and operational strategies) are evaluated to determine which are most effective at meeting the fleet's desired goal (i.e., petroleum reduction, smaller carbon footprint, cost savings, etc.). Sustainable solutions are recommended for the fleet based on a life cycle cost analysis that accounts for incremental technology costs, additional infrastructure requirements, and operational and maintenance expenses. The key outcome of this process is a comprehensive and strategic fleet transition plan which evaluates currently available and emerging vehicle styles, brands, and configurations and makes recommendations on procurement options, infrastructure upgrades, operation and maintenance guidance, and policy changes aimed at achieving the desired results.

Part I - Inventory

Energetics shall facilitate an initial meeting with the County of Albany staff to introduce our staff, review the process and project, identify data resources, and develop a data collection plan to acquire detailed fleet information. This would be done remotely using video conference software. A key outcome of the initial discussion is to outline the needed fleet information and establish a plan for acquiring it. This shall include, but is not limited to, as many of the following items in an editable format as are available:

- Vehicle lists (make, model, year, mileage, use)
- Information about tracking procedures/software
- Vehicle maintenance policy
- Vehicle replacement policy
- Fueling records/costs

Energetics shall compile a preliminary fleet inventory based on this information, then schedule more in-depth discussions with key stakeholders to fill in any missing information. These discussions would correspond with an in-person visit to the County of Albany fleet facilities to give our staff further insights into operations. These interviews with County staff may also be used to capture their perspective on the existing infrastructure and potential for electric or hydrogen integration into the fleet. Based on all this input, Energetics will develop a comprehensive inventory for the approximately 200 light-, medium-, and heavy-duty vehicles used by County Executive Departments. This inventory shall include, but not be limited to:

- Model year
- Year purchased



- Make and model
- Drivetrain type (2-wheel, 4-wheel, or all-wheel drive)
- Type of fuel/power source (e.g., gasoline, diesel, compressed natural gas, electricity)
- Miles per gallon (MPG) rating
- Mileage (i.e., the odometer reading)
- Class: light-duty, medium-duty, or heavy-duty
- Gross vehicle weight rating (GVWR) over 8,500 pounds: yes or no
- Department the vehicle is associated with
- Vehicle function (i.e., the tasks associated with the vehicle's use. Note any vehicles that travel more than 150 miles per day)
- Parking Location
- Miles driven per vehicle on an annual basis
- Fuel (or power) consumption per vehicle on an annual basis
- Average cost of fuel (or power) on an annual basis
- Estimated cost of maintenance on an annual basis
- Typical Replacement Cycle

This inventory shall be accompanied by a review of the existing fleet, fleet management, and vehicle use policies, that will be used to inform the overall project. We will perform a high-level fleet study of the County's vehicle use to understand the fleet operation and composition. The analysis will assess historical vehicle use patterns to identify opportunities to consider replacing conventionally-fueled vehicles with EVs or other zero emission vehicles in a manner that maximizes the County's goals and objectives. Specifically, this analysis will define the baseline vehicle population characteristics (factoring, at a minimum: age, mileage, fuel use, drive cycles, fueling/charging locations, fuel efficiency, maintenance location, maintenance costs, garaging location, expected replacement year). Other key characteristics will be evaluated, depending on data availability (e.g., safety features, cargo/passenger volume). We will incorporate findings from past efforts to add EVs or other alternative fuel vehicles to the County fleet.

Deliverable - Comprehensive Fleet Inventory

Part II – Roadmap to Electrification

In Part II, Energetics staff will document an action plan to achieve fleet electrification. Staff will identify barriers to electrification, suggest recommendations for overcoming barriers and provide a deeper understanding of existing resources that can be used to support further electrification. This will include an in-depth analysis of vehicle options, charging sites, maintenance capabilities, and procurement processes. Energetics' analysis will identify and assess use patterns, parking and charging facility constraints, policy barriers, and other factors unique to the County of Albany. We have used this approach to successfully develop similar roadmaps in past projects. For example, the staff in Tompkins County, New York often must travel on rural roads with potentially heavy snowfall in winter. Therefore, our analysis concluded that an all-wheel-drive EV option was necessary and tire choice was an important



factor. There are also space constraints at certain County office/parking locations. This factor became an important part of the Tompkins County EV infrastructure assessment and operational plan.

In a slight change to the proposed Scope of Services in the RFP, Energetics strongly suggests performing the Available Alternative Vehicles Review prior to analyzing the charging requirements. The type of vehicle recommended for the fleet will have a direct impact on the charging requirements. If, for example, hydrogen fuel cell vehicles are recommended, then the fueling requirements to support those vehicles would be very different than an all-electric fleet. The electric range of the recommended vehicle replacements and use pattern of the vehicles may dictate whether overnight charging is sufficient or when DC fast chargers could be required to enable the vehicles to complete their mission. While the ultimate goal for the fleet may be zero-emission, that may be cost prohibitive at the moment or require unproven technology that may be too risky for the fleet. Therefore, a transition to a zero-emission fleet may require the use of plug-in hybrid electric vehicles or perhaps renewable diesel for heavy-duty vehicles which would have different fueling requirements. Therefore, we propose to look at the vehicle options first, then analyze the fueling infrastructure required to support our recommendations.

II-A Available Alternative Vehicle Review

Energetics shall evaluate the current market of available alternative fuel vehicles for their compatibility to current operations and supply infrastructure. Staff shall assess the most feasible options for converting the fleet to zero-emission solutions (e.g., fully-electric, hydrogen fuel cell). If zero-emission solutions are not available or cannot perform the expected duties of any vehicles needed to support County operations, transitional solutions such as plug-in hybrids, renewable natural gas, or renewable diesel may be considered. The research shall include market trends on state-of-the-art alternative fuels, government incentives, and alternate vehicle types that might be applicable. Taking the current characteristics of the fleet into consideration, Energetics shall evaluate the advantages and disadvantages associated with available alternatives, including fueling and charging times.

Energetics staff has intimate knowledge of the state-of-the art in transportation efficiency and alternative fuel technologies and the best approaches to their implementation. This experience is based on prior and ongoing project work for the DOE, state energy offices, and other organizations. Energetics provides technical and programmatic support, technology deployment oversight, and market analysis on all major alternative fuels and advanced transportation technologies for a wide range of clients including DOE Vehicle Technologies Office, DOE national laboratory's transportation R&D programs, DOE Clean Cities program, and NYSERDA. From this work, staff are keenly aware of manufacturers' plans and projected deployments of new alternative fueled vehicles. Energetics has also led or supported several research and development projects to evaluate specific transportation technologies in real-world fleet use, so we understand the challenges associated with early technology deployments, as well as with retrofit solutions that typically enter the market before products are offered by the major manufacturers. Electric-powered solutions typically have the best emission reduction potential, but other alternative fuels and hybrids can achieve emission improvements over conventional vehicles. These may be desirable solutions for certain vehicle types, such as larger vehicles that might not currently have electrified options from the major manufacturers.



Energetics will use the baseline analysis and other supporting data (including Verizon NetworkFleet which staff have analyzed for several other projects) to provide ambitious, yet cost-effective recommendations for transitioning the County fleet to zero-emission vehicles factoring in availability, estimated costs, maintenance requirements, and the ability to meet the current department functions. We have extensive experience developing vehicle replacement plans that are sensitive to the unique budgeting and procurement processes that municipalities must follow. Our vehicle replacement strategy will prioritize vehicles based on an objective analysis of vehicle cost, fuel consumption, energy savings, and emissions reduction. The alternative vehicle review will provide specific recommendations on vehicle make and model based on current market trends, future vehicle availability, and vehicle reliability data. These considerations will be used to further evaluate the viability of potential vehicle models based on anticipated vehicle use, maintenance, and service considerations. The outcome of the alternative vehicle review task will be to develop a matrix of vehicle choices to implement EVs in stages that best align with current and future industry trends while remaining cognizant of the County's capital planning cycle. The figure on this page is an example of a vehicle transition matrix that we developed for the Santa Clara County, California Green Fleet Study. Similar visuals and associated analyses were used to provide a comparison of available EVs within various vehicle classifications. The resulting evaluation is now being used to inform procurement decisions, based on vehicle specifications and cost. Energetics will highlight vehicle classes for which electric alternatives are available and most cost effective, as well as those for which practical electric alternatives are not available. The review shall include:

- Average upfront and lifecycle vehicle cost differential among the commercially available fuel options;
- Cost/benefit analysis of the conversion to electric vehicles for different vehicle classes and types; and
- Identification of the vehicle types that are least viable for conversion to electric due to insufficient alternatives, unreliable technology, excessive cost, or other identified reasons, then an overview of emerging technology and/or case studies for these vehicles.

Deliverable 2: Draft vehicle option chapter of the Zero Emission Fleet Roadmap

CONVENTIONAL 2021 Chevrolet Equinox Purchase Price (MSRP) \$27,495 Fleet (Corporate) Price \$24,125 MSRP (MSRP) \$27,495 Annual Fuel Costs \$2,438	CONVENTIONAL 2021 Ford Escape Purchase Price (MSRP) \$28,144 Fleet (Corporate) Price \$24,713 MSRP (MSRP) \$28,144 Annual Fuel Costs \$2,438	HYBRID 2021 Chevrolet Equinox Hybrid Purchase Price (MSRP) \$32,495 Fleet (Corporate) Price \$28,125 MSRP (MSRP) \$32,495 Annual Fuel Costs \$1,438	HYBRID 2021 Ford Escape SE Hybrid Purchase Price (MSRP) \$32,495 Fleet (Corporate) Price \$28,125 MSRP (MSRP) \$32,495 Annual Fuel Costs \$1,438
HYBRID 2021 Toyota RAV4 Hybrid Purchase Price (MSRP) \$28,495 Fleet (Corporate) Price \$24,125 MSRP (MSRP) \$28,495 Annual Fuel Costs \$1,438	PLUG-IN HYBRID 2021 Kia Niro PHEV Purchase Price (MSRP) \$28,495 Fleet (Corporate) Price \$24,125 MSRP (MSRP) \$28,495 Annual Fuel Costs \$1,438	PLUG-IN HYBRID 2021 Subaru Crosstrek PHEV Purchase Price (MSRP) \$28,495 Fleet (Corporate) Price \$24,125 MSRP (MSRP) \$28,495 Annual Fuel Costs \$1,438	PLUG-IN HYBRID 2021 Mazda CX-5 PHEV Purchase Price (MSRP) \$28,495 Fleet (Corporate) Price \$24,125 MSRP (MSRP) \$28,495 Annual Fuel Costs \$1,438
ALL ELECTRIC 2021 Tesla Model 3 Purchase Price (MSRP) \$37,495 Fleet (Corporate) Price \$34,125 MSRP (MSRP) \$37,495 Annual Fuel Costs \$1,438	ALL ELECTRIC 2021 Hyundai Kona EV Purchase Price (MSRP) \$28,495 Fleet (Corporate) Price \$24,125 MSRP (MSRP) \$28,495 Annual Fuel Costs \$1,438	ALL ELECTRIC 2021 Kia Soul EV Purchase Price (MSRP) \$28,495 Fleet (Corporate) Price \$24,125 MSRP (MSRP) \$28,495 Annual Fuel Costs \$1,438	FUEL CELL 2021 Hyundai Nexo Purchase Price (MSRP) \$57,495 Fleet (Corporate) Price \$54,125 MSRP (MSRP) \$57,495 Annual Fuel Costs \$1,438



II-B Infrastructure and Fueling Requirements Assessment

Energetics will conduct a comprehensive analysis of fueling infrastructure requirements to support the recommended alternative vehicles in the previous task for the entire County fleet. It is very likely that the light-duty fleet can use commercially available electric vehicles to suit their needs and this section will examine the charging requirements for those vehicles. Vehicle options and fueling requirements for the medium- and heavy-duty fleet typically vary from the light-duty fleet so this analysis will be separate from the light duty assessment. Based on the type and location of County vehicles, Energetics shall determine the projected number and location of electric vehicle charging stations or other alternative fueling infrastructure needed to support the County's fleet. In addition, staff will perform a detailed analysis of County facilities to determine the most cost-effective approach for expanding charging infrastructure to support full fleet electrification when EV options for all vehicle types are commercially available. Energetics is familiar with National Grid's make-ready infrastructure program for charging station installations and has collaborated with their staff on various electrified transportation projects, this relationship enables us to easily discuss any proposed infrastructure designs with them.

Energetics has facilitated charging station installations for municipalities across NYS through our NYSEDA projects and understands the trade-offs that sometimes exist between the most cost-effective installations and placing the stations in a location that are most convenient to the operators. There are also advantages to faster charging options for a quicker fueling/recharging time if needed, as well as very effective low-cost charging solutions (Level 1, which could be as simple as outlets for drivers to plug in the EV's portable cord as shown in the figure). Energetics staff understand typical charging behaviors through our experience with our EV WATTS project, assessing charging station data from locations across the country, including many in fleet settings to document trends and reveal opportunities for improvement. For example, a large bank of Level 2 chargers is helpful for employees to park the EVs at the end of their shift for overnight charging, but most vehicles will be fully charged after a few hours. This creates an unnecessary spike in electricity demand for a short period of time and likely required a large upgrade for the service. In that situation, lower-powered charging might suffice, or a charge management system could limit the electricity demand to spread out the power draw over a longer period. Most fleet charging infrastructure sits idle during the day which provides an opportunity for use by employee's personal vehicles. However, if the employee and fleet vehicles are trying to share the same parking spot, it becomes a logistical challenge. Placing chargers in the middle of two parking rows where one side is for fleet vehicles and the other is for employee vehicles is an approach used to share the infrastructure between the two vehicles.





To help develop the infrastructure assessment, Energetics will leverage our previously developed *EV Charging Station Criteria Tool* to assist in identifying suitable locations for the installation of EV charging stations. This tool provides local public and private officials with guidance and best practices for evaluating EV charging station options addressing questions of location, access, costs, and suitability of charging technologies. Energetics will also perform site visits to County of Albany facilities to evaluate each potential EV charging location for sufficient power and site conditions that can support the expanded infrastructure. Staff may also consider the impact and use of the existing public charging stations; however, this is best viewed as supplemental or emergency back-up option for a fleet and not infrastructure that should be relied on as the primary charging source.

To complete the infrastructure assessment, Energetics will:

- Estimate the daily fleet charging power and energy requirements to support the total number of EVs implemented.
- Develop a daily charging plan/schedule that matches the operational profile of the fleet; including the times and locations where EVs should charge to minimize utility costs.
- Identify where charging stations can be installed and how EVs can access them.
- Review current electricity use profiles at the facilities and coordinate with National Grid to develop cost estimates based on current (and future projected) electricity use.
- Develop recommendations for if/how charger or power-sharing is appropriate for minimizing charging infrastructure investment (i.e., charging station purchases), electric supply costs, and peak power demand costs.

Energetics shall provide recommendations including, but not limited to: (1) prioritization of locations to install fleet electric vehicle fueling stations; (2) type and number of stations to install; (3) estimated cost of installation; and (4) a proposed schedule for implementation. The resulting documentation shall identify the necessary electric infrastructure and other facilities improvements to support the electrified fleet. Energetics shall also summarize all financial support for fleet charging station infrastructure installation, including the NYS Department of Conservation's Municipal Zero-emission Vehicle (ZEV) Program.

Deliverable 3: Draft infrastructure chapter of the Zero-Emission Fleet Roadmap

II-C Vehicle Transition Plan

Energetics will develop a plan for transition of the County fleet to battery and/or fuel cell electric vehicles (other zero emissions vehicles will be considered with justification). The Plan shall include recommended vehicles to procure, a proposed timeline, and estimates of projected costs and potential savings for (1) complete transition of the County's light duty fleet; and (2) transition of the County's medium and heavy-duty fleet based on available technology. The Plan shall reflect available and emerging technology and establish timelines for fleet transition. Energetics shall identify barriers to transition (e.g., new maintenance requirements, driver acceptance and training, managing charging schedules) as well as financing mechanism and strategies to transition to a zero-emission fleet.



Energetics will develop flexible approaches to accelerate payback and lower the total cost of ownership of EVs if any vehicles have a higher lifecycle cost than conventional vehicles. Policy updates, new policies, facility upgrades, utility infrastructure improvements, vehicle charging equipment, and/or additional equipment will be considered. The evaluation of financing strategies may include, but are not limited to:



- Energy or carbon savings performance contracting;
- Utility grants and rebates;
- Revolving loan funds;
- State grant programs;
- Federal grant programs;
- Private third-party financing;
- Partnerships with other municipalities or institutions;
- Fleet management services;
- Leasing; and
- Vehicle to grid technology.

Energetics will investigate the available financing options to the County of Albany, including the likelihood of each being successful (since any financing details can only be known at the time of purchase), then recommend a financing strategy that results in the lowest cost of ownership. We have extensive experience identifying, evaluating, and helping to implement various incentives for EV deployment. We will investigate various options to ensure that the County can effectively use to lower the cost of ownership. For example, in some scenarios, we have found that leasing EVs rather than buying them allows the leasing agency to take advantage of incentives that may not be available to the municipality and pass on those savings through the lease. Since there is still some uncertainty in the resale market for EVs, leasing may be the most cost-effective option and may position the fleet to switch to newer technology when it becomes available. Our evaluations have shown that EVs have a lower cost of ownership because there are significantly fewer moving parts, less fluids to maintain, and the vehicles lack complex drive systems associated with conventionally fueled vehicles. Therefore, a case could also be made for purchasing EVs with the anticipation of keeping the vehicles for a longer period. The Vehicle Transition Plan will evaluate various approaches to vehicle and infrastructure financing to determine the most desirable course of action.

The Vehicle Transition Plan will be the final chapter of the Zero-Emission Fleet Roadmap and combined with the deliverables from the previous tasks result in the final product of this project. Energetics will provide the draft Zero-Emission Fleet Roadmap to the County of Albany for review and feedback. Energetics staff will then address that feedback and deliver the final Zero-Emission Fleet Roadmap to the County of Albany. In addition to the roadmap document, Energetics will develop and present an overview of the entire project and results to key County of Albany staff. This might take place before the final Roadmap is delivered for the opportunity to capture additional feedback and recommendations.

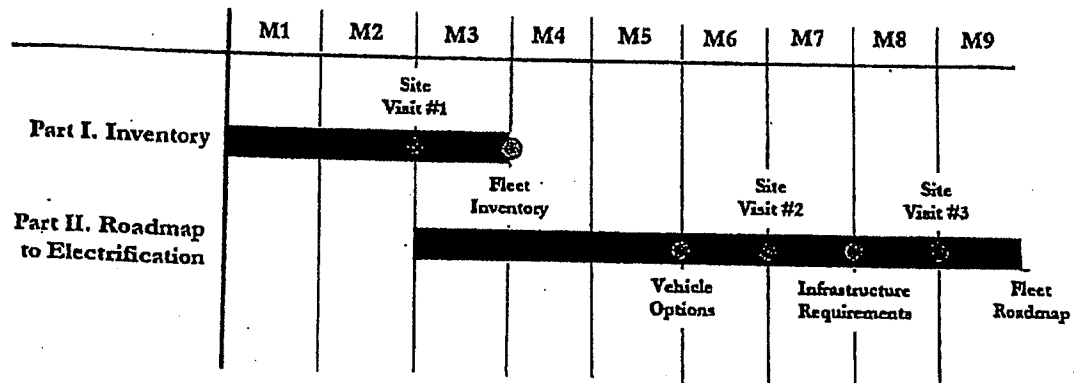
Deliverable 4: Draft and final versions of the Zero-Emission Fleet Roadmap



Project Schedule

Energetics anticipates the project to be completed in nine (9) months, with a contract period of one year to leave flexibility and ample time to contend with delays potentially related to gathering the necessary data from the County of Albany and coordinating any site visits and deliverable review (acknowledging that County staff have many responsibilities which may prevent them from prioritizing this study). We are capable and comfortable facilitating in-person meetings among various stakeholders but if needed can effectively use online meeting platforms. If needed, our New York-based project team will use online meeting tools to conduct virtual meetings within east coast business hours (or after-hours if the need arises). However, we believe that in-person meetings and onsite examination of the fleet and facilities provide immense value. Our preferred approach is to perform the following site visits:

- Site Visit #1: On-site evaluation of existing fleet, including vehicles, parking, and maintenance facilities to support the inventory, along with County personnel interviews as needed.
- Site Visit #2: On-site assessment of potential charging infrastructure locations, along with county personnel interviews as needed.
- Site Visit #3: Presentation of the Roadmap to County personnel.



Energetics will work closely with County staff to identify the opportunities and barriers of individual departments. We will facilitate interviews with individual department heads and key staff to document opportunities, concerns, and barriers. We will also use these interviews to determine where early deployments can be made, providing examples that demonstrate the advantages of EVs for other departments with more challenging barriers. This approach has been successful in past projects we've undertaken. For example, in Tompkins County, NY, the Department of Social Services was willing to adopt EVs relatively quickly and then invited staff from other departments to test drive EVs, learn about charging procedures, and share experiences with peers.



SECTION V

Cost Proposal

Energetics' proposed cost to complete this project is \$59,500. This is also shown on the Cost Proposal Form included in Section VI – Mandatory Documentation. The breakdown by labor category and task is shown below with hourly fees inclusive of any travel or other project expenses. Our labor rates represent a 15% discount on our normal commercial consulting rates. Our costs will be invoiced monthly based on incurred hours.

OFFEROR: Energetics Incorporated

Proposal Number P3793

Cost Estimate

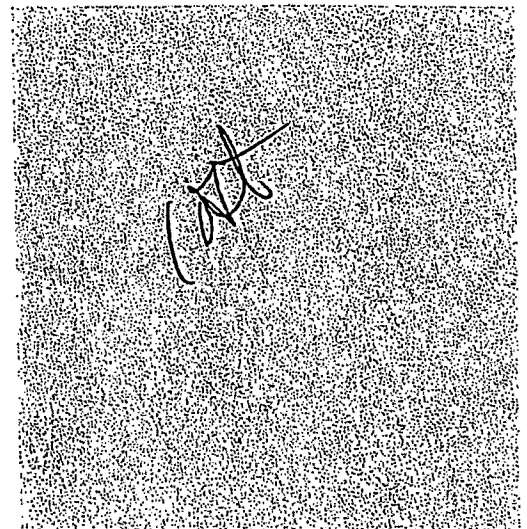
County of Albany

Comprehensive Fleet Inventory and Electrification Plan

15-Oct-21

		Task 1: Fleet Inventory		Task 2: Roadmap to Electrification		TOTAL	
		Hours	Dollars	Hours	Dollars	Hours	Dollars
Energetics Labor	Rate						
Principal Consultant	\$153.00	40	\$6,120	80	\$12,240	120	\$18,360
Consultant	\$106.25	0	\$0	80	\$8,500	80	\$8,500
Project Specialist	\$80.75	100	\$8,075	220	\$17,765	320	\$25,840
Associate Project Specialist	\$68.00	56	\$3,808	14	\$952	70	\$4,760
Junior Project Specialist	\$51.00	32	\$1,632	8	\$408	40	\$2,040
TOTAL HOURS & DOLLARS		228	\$19,635	402	\$39,865	630	\$59,500

NOTES: Labor rates are inclusive of any travel or other project expenses



SCHEDULE B

INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000.00
Bodily Injury	\$1,000,000.00
Personal Injury	\$1,000,000.00

Albany County Request for Contract Approval

Contract #	2023-813
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	DM5130 - Road Machinery Maintenance
Date Submitted	Friday, February 03, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Tracey Road Equipment 115 Railroad Ave., Albany, NY 12205
Estimated Amount	\$30,000.00
Estimated Term	2/14/2023 to 2/13/2024
Scope of Services	The Purchase of OEM Truck Parts from Tracey Road Equipment.
Budget Line Item	DM5130 - 44029 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner 

Date: February 3, 2023

Re: OEM Truck Parts
RFB #2023-007

The Public Works Department respectfully requests approval of an award to Tracey Road Equipment for OEM Truck Parts (RFB #2023-007). The term of this award will be for the period of one (1) year (2/14/23-2/13/24) and shall not exceed \$30,000.00. The OEM Truck Parts will be purchased using account DM5130.4029 (Automobile Parts).

If there are any questions or further information is needed, please feel free to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo
Commissioner, Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 3, 2023

RE: RFB-2023-007 O.E.M Truck Parts

I am in receipt of your recommendation to award the aforementioned to Tracey Road Equipment in the amount of \$30,000.00.

As Tracey Road Equipment is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board so that we may issue a Notice of Award.



DANIEL P. McCOY
COUNTY EXECUTIVE

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DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
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(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: February 3, 2023

RE: RFB #2023-007
OEM Truck Parts

Based on the one (1) bid received for RFB #2023-007 OEM Truck Parts, I would like to recommend Tracey Road Equipment for the award of this bid.

If you have any questions, please feel free to contact my office.

LMR:ct

RFB-2023-007 Tabulation

Bidder	Tracy Road
Western Discount	27%
Sterling Discount	27%
Felling Trailer Discount	2%
Detroit Engine Discount	27%
Hyundai Loader Discount	2%
Sno-Go Wasau Discount	2%

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: O.E.M. Truck Parts

Bid Number: 2023-007

THIS BID IS SUBMITTED TO:

Pamela O'Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:

Phone: _____ Fax: _____

E-mail: _____
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: O.E.M. Truck Parts
Bid Number: 2023-007

Bids are for a discount percentage from Manufacturer's List Price for the following:

Western Star Discount from Manufacturer's List Price _____%

Most Current Manufacturer's Price List is to be submitted with bid.

Sterling Discount from Manufacturer's List Price _____%

Most Current Manufacturer's Price List is to be submitted with bid.

Felling Trailer Discount from Manufacturer's List Price _____%

Most Current Manufacturer's Price List is to be submitted with bid.

Detroit Engine Discount from Manufacturer's List Price _____%

Most Current Manufacturer's Price List is to be submitted with bid.

Hyundai Loader Discount from Manufacturer's List Price _____%

Most Current Manufacturer's Price List is to be submitted with bid.

Sno-Go Wausau Discount from Manufacturer's List Price _____%

Most Current Manufacturer's Price List is to be submitted with bid.

NOTE: You do not have to bid on all items.

BID FORM

BID IDENTIFICATION:

Title: O.E.M. Truck Parts
Bid Number: 2023-007

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

Albany County Request for Contract Approval

Contract #	2023-816
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Monday, February 06, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Greenman Pedersen, Inc. 80 Wolf Rd., Albany, NY 12205
Estimated Amount	\$25,902.50
Estimated Term	3/1/2023 to 11/30/2023
Scope of Services	Approval for additional funds for Right-Of-Way Services for CR405 (Sunset Hill Rd.) over Eight Mile Creek Project.
Budget Line Item	DD5110 - 00000 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
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LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: January 31, 2023

Re: Contract Request

The Department of Public Works is requesting approval for additional funds to Greenman Pedersen, Inc. (GPI) existing Contract #2022-111, for Right-Of-Way Services for CR405 (Sunset Hill Rd.) over Eight Mile Creek. The current contract amount is for \$78,870.00, the additional amount needed will not exceed \$25,902.50 for a total contract amount of \$104,772.50.

If there are any questions or further information is needed, please feel free to contact my office.

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND GREENMAN PEDERSEN, INC.
FOR DESIGN AND CONSTRUCTION INSPECTION SERVICES
FOR CR 405 (SUNSET HILL ROAD)
OVER 8 MILE CREEK CULVERT REPLACEMENT PROJECT

CONTRACT NO. 2022-111

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Greenman Pedersen, Inc., a registered New York corporation, with its principal place of business located at 80 Wolf Road, Albany, New York 12205 (hereinafter, the "Consultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") has issued a request for proposals for design and construction inspection services for CR 405 (Sunset Hill Road) Over 8 Mile Creek Culvert Replacement Project for the Albany County Department of Public Works (hereinafter, the "DPW"), said request having been denominated as RFP #2022-005, issued on January 11, 2022 and published on January 20, 2022 (hereinafter, the "RFP"); and

WHEREAS, the Consultant has submitted a proposal on February 4, 2022 to provide the aforesaid design and construction inspection services (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the proposal of the Consultant to provide the aforesaid design and construction inspection services; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein; and

NOW, THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively called "the Agreement").
- 1.2 In the event of any discrepancy, disagreement or ambiguity among the contract documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 The project is the CR 405 (Sunset Hill Road) Over 8 Mile Creek Culvert Replacement Project (hereinafter, the "[p]roject").
- 2.2 The Consultant shall provide complete design services for the project as described in the

RFP at SECTION 4: SCOPE OF SERVICES, pages RFP-3 through RFP-7. The Consultant shall comply with all of the provisions contained in the RFP, including, but not limited to, those at Subsection 4.4 (PROPOSAL CONDITIONS AND ASSUMPTIONS), on pages RFP-6 and RFP-7.

- 2.3 In addition to the services described in Paragraph 2.2, above, the Consultant shall also provide the services described in the Proposal, in a manner consistent with the terms, conditions and assumptions described in the RFP.
- 2.4 While providing any of the services described above at/on the project site, the Consultant and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Consultant shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.5 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, SEVENTY EIGHT THOUSAND, EIGHT HUNDRED SEVENTY AND 00/100 DOLLARS (\$78,870.00) as full compensation for all services rendered under this Agreement, said dollar amount being equal to the sum of the following:

Total Cost of Design:	\$70,400.00
5% Contingency:	\$ 8,470.00.

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County on a monthly basis upon the Consultant's submission of a properly executed invoice, plus all supporting documentation, to the Commissioner for DPW. Upon review and approval of the claim form, payment shall be rendered promptly.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on May 1, 2022 and continue in effect through November 30, 2023.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

- 6.1.1 The County may terminate the Agreement if the Consultant if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the

services in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate the Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Consultant, the Consultant shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute consultant to satisfactorily complete the work; together with the County's own costs incurred in procuring a substitute consultant.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County approved sub-consultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Consultant is, and shall function as, an independent consultant under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Consultant shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

- 16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.
- 16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.
- 16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS'

COMPENSATION LAW and of Schedule (A) of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. EXTRA SERVICES/WORK

If the Consultant is of the opinion that any services/work it has been directed to perform is beyond the scope of this Agreement and constitutes extra services/work, the Consultant shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/work is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/work. In the event the County determines such services/work does constitute extra services/work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. Gen. Mun. Law § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant has not:

- a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b) Acted as a financial institution and extended \$20 Million or more in credit to another person for 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

- 25.1 The Consultant understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Consultant's own liability.
- 25.2 The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to providing any services and/or commencing any work.

ARTICLE 26. GREEN INFRASTRUCTURE POLICY

The Consultant acknowledge(s) awareness of Albany County's Green Infrastructure Policy, which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003 (hereinafter, the "Policy"). The Consultant agree(s) to examine the feasibility of design options involving protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Policy.

ARTICLE 27. MISCELLANEOUS PROVISIONS

- 27.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow all of the other policies and procedures described in the RFP.
- 27.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.

27.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

27.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

27.5 The County shall bear no responsibility other than that set forth in this Agreement.

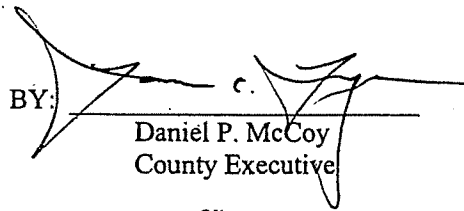
27.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 6/22/2022

BY:



Daniel P. McCoy
County Executive

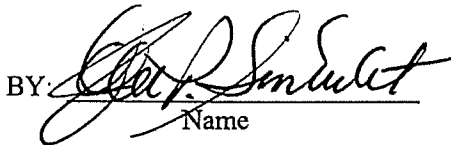
or

Daniel C. Lynch
Deputy County Executive

GREENMAN PEDERSEN, INC.

DATED: 6-3-2022

BY:



Name

VICE PRESIDENT

Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2022, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 22nd day of June, 2022, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

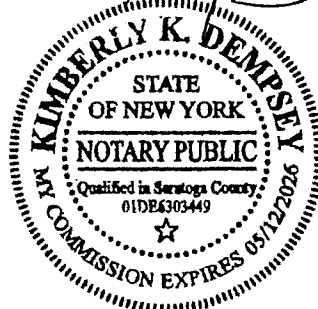
Notary Public

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF NEW YORK)
COUNTY OF Albany) SS.:

On the 3rd day of JUNE, 2022, before me, the undersigned, personally appeared JOHN SIMILLET, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



**SCHEDULE A
INSURANCE COVERAGE**

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.
4. **Professional Liability Insurance:** A policy or policies of professional liability insurance with limits of not less than \$1,000,000.

Date: November 18, 2022

Sponsor: County of Albany

Client: County of Albany

Fig. 3. β as a function of α for $\alpha \in [0, 1]$ and $\beta \in [0, 1]$. The solid line represents the function $\beta = 1 - \alpha$ and the dashed line represents the function $\beta = \alpha$.

TOTAL COST:

Project Title: CR 405 over 8 Mile Creek

PIN: N/A

Town: Westerlo

County: Albany

Date: November 18, 2022

Sponsor: County of Albany

Client: County of Albany

of Properties: 3

of Acquisitions: 3

SUBCONTRACTOR COST - DIRECT NON-SALARY

Task	Description	APPRAISAL	APPRAISAL REVIEW	TITLE ATTORNEY / SURVEY MAPS	TITLE SEARCH	ATTORNEY CLOSING/EDPL	TOTALS
INCIDENTAL PHASE							
5.04	Abstract Request Map and Title Search				\$1,200.00	\$0.00	\$1,200.00
5.12	Appraisals	\$3,500.00					\$3,500.00
5.13	Appraisal Review		\$1,200.00	\$2,500.00			\$3,700.00
Lump Sum Cost:		\$3,500.00	\$1,200.00	\$2,500.00	\$1,200.00	\$0.00	
Total Incidental Phase Cost:							\$8,400.00
ACQUISITION PHASE							
5.15	Negotiations & Property Acquisition			\$1,800.00	\$800.00	\$4,500.00	\$7,100.00
Lump Sum Cost:		\$0.00	\$0.00	\$1,800.00	\$800.00	\$4,500.00	
Total Acquisition Phase Cost:							\$7,100.00
						TOTAL COST:	\$15,500.00

Project Title: CR 405 over 8 Mile Creek
PIN: N/A
Town: Westerlo
County: Albany

Date: November 18, 2022
Sponsor: County of Albany
Client: County of Albany
of Properties: 3 # of Acquisitions: 3

DIRECT NON-SALARY

PER DIEM - INCIDENTAL	0	NIGHTS AT	\$150.00	PER NIGHT	\$0.00
PER DIEM - ACQUISITION	0	NIGHTS AT	\$150.00	PER NIGHT	\$0.00

TRIPS	VEHICLE TYPE	NO. TRIPS	MILES PER TRIP	TOTAL MILES
INCIDENTAL PHASE				
TO SITE	AUTO	1	60	60
ACQUISITION PHASE				
TO SITE	AUTO	2	60	120
TOTAL MILAGE COST INCIDENTAL:	60	AT	\$0.625	\$37.50
TOTAL MILAGE COST ACQUISITION:	120	AT	\$0.625	\$75.00

Reproductions, Drawings & Reports:	\$0.00
Postage & Deliveries:	\$200.00
Recording Fees:	\$600.00
TOTAL Incidental:	\$37.50
TOTAL Acquisition:	\$875.00
TOTAL COST:	\$912.50

Project Title: **CR 405 over 8 Mile Creek**
PIN: **N/A**
Town: **Westerlo**
County: **Albany**

Date: **November 18, 2022**
Sponsor: **County of Albany**
Client: **County of Albany**
of Properties: **3** # of Acquisitions: **3**

SUMMARY

	INCIDENTAL PHASE	ACQUISITION PHASE	TOTAL
STAFFING <i>(Estimated - subject to audit)</i>	\$4,732.00	\$4,758.00	\$9,490.00
DIRECT NON-SALARY COST <i>(Estimated - subject to audit)</i>	\$37.50	\$875.00	\$912.50
DIRECT NON-SALARY (SUBCONTRACTOR COSTS) <i>(Estimated - subject to audit)</i>	\$8,400.00	\$7,100.00	\$15,500.00
TOTALS:	\$13,169.50	\$12,733.00	\$25,902.50

Greenman-Pedersen, Inc.
Right of Way Scope of Services
Section 5

RIGHT-OF-WAY SERVICES

CR 405 (Sunset Hill Road) over Eight Mile Creek

GENERAL

1.01 MEETINGS

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of right-of-way project documents.

If necessary, NYSDOT and the design engineer will be asked to provide their input and guidance with respect to right-of-way needs.

1.02 COST AND PROGRESS REPORT

None

1.03 POLICY AND PROCEDURES

This project will be utilizing federal and/or state funding. All right-of-way work will follow federal and state laws and regulations to successfully complete the right-of-way acquisition process in a fully compliant manner.

1.04 SUBCONTRACTORS

The **Consultant** will hire subcontractors to perform title searches and certifications, appraisals, appraisal reviews, and legal services as needed to complete the right-of-way process.

1.05 PROJECT FAMILIARIZATION

The **Consultant** will examine all aspects of the required right-of-way and accompanying work scope. The **Consultant** will inspect the properties, become familiar with the engineering features, and determine the extent to which the properties will be affected.

RIGHT-OF-WAY INCIDENTALS

5.01 INCIDENTAL AUTHORIZATION

The **Sponsor** will request Right-of-Way incidental phase authorization from the New York State Department of Transportation. The request will be made when the Sponsor determines that property acquisitions are likely to occur or when the Sponsor requests Preliminary Engineering phase authorization.

The **Sponsor** will provide written authorization to the **Consultant** prior to commencing the work.

5.02 REVIEW AND ANALYSIS OF RIGHT-OF-WAY REQUIREMENTS

The **Consultant** will confer with the **Sponsor** to review and discuss the right-of-way acquisition process.

The **Consultant** will undertake an ongoing review and analysis of the right-of-way requirements for the project.

The review may include:

- Preliminary engineering design
- Preliminary right-of-way plans and acquisition maps
- County tax maps
- Municipal zoning regulations and maps
- Aerial photography
- Other pertinent project information

The analysis may include:

- The number of affected parcels
- The zoning classification for each parcel
- Estimated size and type (i.e., fee, permanent easement, temporary easement) of the acquisitions
- Potential impacts on the remainder properties

5.03 PROPERTY OWNER LIST

The **Sponsor** will provide the **Consultant**, on a per parcel basis, a list of the property owner(s) and other compensable property interests. Because time is of the essence, the **Sponsor** will provide a written response to the **Consultant** within 10 (ten) days of its receipt of each title certification and any title curative effort required.

5.04 TITLE RESEARCH

The **Consultant** will engage a qualified title company to complete title searches (abstracts of title) for properties to be acquired by the **Sponsor**. The title search will determine property title ownership through county tax assessment records and ownership will be verified through examination of the last deed of record.

5.04.1 TEMPORARY EASEMENT TITLES

For the acquisition of temporary easements, the **Consultant** will engage a qualified title company to perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner(s) of record.

5.04.2 REAL PROPERTY RIGHTS UP TO \$10,000

For the acquisition of real property rights up to and including \$10,000, the **Consultant** will engage a qualified title company to perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner(s) of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.04.3 REAL PROPERTY RIGHTS BETWEEN \$10,001 and \$40,000

For the acquisition of real property rights estimated between \$10,001 and \$40,000, the **Consultant** will engage a qualified title company to perform a Twenty-Year Title Search. The Twenty-Year Title Search will start with a deed that conveys a complete and indefeasible title, which has been executed and of record at least twenty years prior to the title search date. The Twenty-Year Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.04.4 REAL PROPERTY RIGHTS GREATER THAN \$40,000

For the acquisition of real property rights estimated at greater than \$40,000, the **Consultant** will engage a qualified title company to perform a Full Title Abstract. The Full Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the title search date.

5.05 TITLE REVIEW AND CERTIFICATION

The **Consultant** will subcontract with an **Attorney** licensed to practice in New York State. The **Attorney** will have experience with real property title certification, the preparation of deeds, easements, and closing papers. The **Attorney** will be knowledgeable about condemnation proceedings under New York State Eminent Domain Procedure Law. The **Attorney** will issue Certificates of Title on all fee and permanent easement property acquisitions. Title insurance will be obtained as required. The **Consultant** will submit the Title Certifications to the **Sponsor**.

5.05.1 REAL PROPERTY RIGHTS UP TO \$10,000

For the acquisition of real property rights up to and including \$10,000, the **Attorney** will review the Law Owner Title Search and issue a Limited Last Owner Title Certification.

5.05.2 REAL PROPERTY RIGHTS BETWEEN \$10,001 and \$40,000

For the acquisition of real property rights estimated between \$10,001 and \$40,000, the **Attorney** will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.

5.05.3 REAL PROPERTY RIGHTS GREATER THAN \$40,000

For the acquisition of real property rights estimated at greater than \$40,000, the **Attorney** will review the Full Title Abstract and issue a Title Certification.

5.06 RIGHT-OF-WAY SURVEY

Intentionally left blank.

5.07 RIGHT-OF-WAY MAPPING

The **Consultant** will review the acquisition maps. The review will include the description and adequacy of the area and the property rights to be acquired, all of which shall be in accordance with the New York State Department of Transportation Right-of-Way Mapping Manual.

5.08 RIGHT-OF-WAY PLAN

Intentionally left blank.

5.09 RIGHT-OF-WAY COST ESTIMATES

The **Consultant** will provide a cost estimate for the right-of-way to be acquired by the **Sponsor** and supplied on a ROW Cost Estimate form (353C) for both incidental and acquisition phases.

5.10 PUBLIC HEARINGS/MEETINGS

5.10.1 PUBLIC MEETING

No services required

5.10.2 EMINENT DOMAIN PROCEDURE LAW PUBLIC HEARING

No services required

5.11 PRELIMINARY PROPERTY OWNER INTERVIEW

The **Consultant** will make all reasonable efforts to personally contact each property owner(s) or the property owner's designated representative. Property owners not able to be personally contacted may be contacted via telephone, email, and certified mail.

The purposes of preliminary contact include:

- Delivery of notice to owner
- Delivery of notice of intent to acquire, if necessary
- Delivery of right-of-way acquisition brochures
- Explanation of right-of-way and construction plans
- Inform of the right to accompany the appraiser
- Determine the need for additional action regarding the right-of-way boundaries, errors, and omissions in plans and/or other documents
- Prepare the Physical Inspection Report

5.12 PROPERTY VALUATIONS

For each parcel requiring the acquisition of property rights, the **Consultant** will engage a New York State Certified General Real Estate Appraiser to complete a real property appraisal and prepare a real property appraisal report to determine the fair market value of the proposed acquisition. This is required for each parcel or ownership indicated on the acquisition map and/or on the Right-of-Way Plan.

The **Appraiser** will contact the property owner or his/her designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

5.12.1 REAL PROPERTY APPRAISAL AND APPRAISAL REPORTS

The **Consultant** will ensure that all real property appraisals and real property appraisal reports are prepared by qualified appraisers who are, as defined by the New York State Department of State, Certified General Real Estate Appraisers.

The **Consultant** will ensure that all real property appraisals and real estate appraisal reports conform to the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal, Development, and Standard 2, Real Property Appraisal, Reporting.

The Uniform Standards of Professional Appraisal Practice contains a Certification (of appraiser). In addition to this certification, the **Appraiser** must certify the following:

- "The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection."
- "Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."

The **Appraiser** will provide a digital real property appraisal report.

5.12.1.1 UNCOMPLICATED PARTIAL ACQUISITIONS UNDER \$50,000

For uncomplicated partial acquisitions, which are generally valued at \$50,000 and under, the **Appraiser** will prepare a Value Finding Appraisal (VFA). Sales grids are required for values at \$25,000 and above. The VFA will consist of an Appraisal Report or Restricted Appraisal Report, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal, Development, and Standard 2, Real Property Appraisal, Reporting.

5.12.1.2 ENTIRE REAL PROPERTY INTERESTS

For acquisitions of the entire real property interests, the **Appraiser** will prepare a Full Appraisal. The Full Appraisal will consist of an Appraisal Report, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal, Development, and Standard 2, Real Property Appraisal, Reporting.

5.12.1.3 PARTIAL ACQUISITIONS OVER \$50,000

For partial acquisitions when the value is expected to exceed \$50,000 and while there will not be indirect damages to improvements, there may be indirect damages to the remaining land, the **Appraiser** will prepare a Before and After Appraisal (land only). The Before and After Appraisal (land only) will consist of an Appraisal Report, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal, Development, and Standard 2, Real

5.12.1.4 COMPLICATED PARTIAL ACQUISITIONS OVER \$50,000

For partial acquisitions when the value is expected to exceed \$50,000 and/or the appraisal problem is complicated, the **Appraiser** will prepare a Before and After Appraisal, which will consist of two opinions of value; 1. A value of the pre-acquisition scenario, and 2. A value of the post-acquisition scenario. The difference between the two scenarios is the value of the acquisition. The Before and After Appraisal will consist of an Appraisal Report, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal, Development, and Standard 2, Real Property Appraisal, Reporting.

5.12.1.5 REAL PROPERTY RIGHTS IN EXCESS OF \$300,000

For acquisitions of real property rights when the value is expected to exceed \$300,000, the **Appraiser** will prepare two independently developed appraisals and appraisal reports. The two independent reports will consist of Appraisal Reports, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal, Development, and Standard 2, Real Property Appraisal, Reporting.

5.12.2 WAIVER VALUATIONS

None.

5.13 APPRAISAL REVIEW

The **Review Appraiser** will perform a separate review of each appraisal report. The **Consultant** will ensure that all real property appraisal reviews are performed by a Certified General Real Estate Appraiser, as defined by the New York State Department of State. The appraisal review will be completed as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 3, Appraisal Review, Development, and Standard 4, Appraisal Review, Reporting.

The **Review Appraiser** will review the appraisal reports for compliance with state, federal, and USPAP standards. The review appraiser will:

- Identify and correct mathematical calculations and typographical errors, if necessary.
- Assure real property appraisal development and reporting meet the requirements of the appraisal subcontract and the Uniform Standards of Professional Appraisal Practice.
- Examine and review the presentation of the market data and analysis in the appraisal report.
- State the basis for the fair market value conclusion.
- Provide value breakdowns adequate for the New York State Department of Transportation audit, Federal Highway Administration eligibility review, and negotiation.
- Prepare a written report identifying the appraisal report reviewed, documenting the findings to be used by the acquiring agency for all legally compensable damages.
- Identify each appraisal report as recommended (as the basis for the establishment of the amount believed to be just compensation), accepted (meets all requirements, but not selected as recommended or approved), or not accepted.
- Develop an amount to serve as the basis for the establishment of just compensation.

5.14 JUST COMPENSATION

The **Consultant** will provide the **Sponsor** with the highest *approved* (as the basis for the establishment of the amount believed to be just compensation) appraisal amount for each property rights acquisition.

The **Sponsor** will establish just compensation for each property rights acquisition. In no event will the just compensation amount be less than the highest *approved* appraisal. Because time is of the essence the **Sponsor** will provide the just compensation amounts in writing to the **Consultant** within ten (10) days of its receipt of the **Consultant's** recommended just compensation.

RIGHT-OF-WAY ACQUISITION

The **Consultant** must not proceed with any activities in this section without written acquisition authorization from the **Sponsor**.

5.15 NEGOTIATIONS AND ACQUISITION OF PROPERTY

The **Consultant** will discuss with the **Sponsor** the right-of-way acquisition procedures.

5.15.1 WRITTEN OFFER

The **Consultant** will prepare a written offer for each real property acquisition. The amount of the offer will be the amount established by the **Sponsor** as just compensation. The written offer will include the following:

- A statement of the just compensation amount.
- Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired).
- A summary statement, which will include:
 - The basis for the just compensation amount.
 - The identification of the location and description of the real property.
 - The interest in the real property being acquired.
- Where appropriate, a statement that identifies any separately held ownership interest in the property (i.e., tenant-owned improvements) and that the interest is not included in the offer.
- Additional information the **Consultant** and/or the **Sponsor** deems appropriate or required.

5.15.2 DELIVER OFFER

The **Consultant** will deliver the written offer, plats, unsigned agreements, and releases to the property owner(s) or his/her designated representative.

The **Consultant** will discuss with the property owner(s) or his/her designated representative to explain the written offer, plats, and unsigned agreements.

The **Consultant** will conduct additional negotiation sessions with the property owner(s) or his/her designated representative in an attempt to negotiate a settlement.

The **Consultant** will make all reasonable efforts to contact each property owner(s) or his/her designated representative. Absentee and unsuccessful personal contacts may be made by certified mail.

The **Consultant** will maintain a detailed diary of each substantial contact with the property owner(s). The diary entries will be on a per parcel basis:

- Substantial contacts
- Efforts to achieve amicable settlements
- Responsiveness to the property owner's counterproposals
- Suggestions for changes in plans

The records should include the principal activities undertaken by the **Consultant**, such as:

- Parties contacted

- Date and location of contact
- Offers made (dollar amounts)
- Counteroffers received
- Property owner's comments
- Reason(s) settlement could not be reached

5.15.3 PURCHASE AGREEMENTS

The **Consultant** will submit real property acquisition documents to the **Sponsor** for:

- Approval of negotiated settlements
- Action on proposed administrative settlements
- Initiation of eminent domain proceedings, if necessary

Because time is of the essence, the **Sponsor** will provide a written response to the **Consultant** within ten (10) days of its receipt of the acquisition documents from the **Consultant**.

5.15.4 REVISIONS TO JUST COMPENSATION

The **Consultant** may make recommendations to the **Sponsor** to adjust the written offer. The **Sponsor** will consider any presentation made by the property owner which might affect the value of the acquisition.

The **Sponsor** may revise the just compensation based on the information provided by the property owner.

The **Consultant** will document the justification for revising the just compensation (see Administrative Settlements).

The **Consultant** will prepare and promptly deliver a revised written offer to the property owner.

5.15.5 ADMINISTRATIVE SETTLEMENTS

The **Consultant** and/or the **Sponsor** may recommend administrative settlements. Administrative settlements are settlements in excess of the **Sponsor's** just compensation determination.

The **Sponsor** will have final approval to authorize administrative settlements.

The **Consultant** will provide the written justification for the administrative settlement. The written justification will include all information necessary to support the settlement, such as:

- The approved offer of just compensation
- A summary of the acquisition agent's record of negotiations
- Reference to all appraisal reports (including the property owner's appraisal report)
- Recent court awards and their relationship to the proposed administrative settlement
- A discussion of diverse valuation issues (e.g., probable range of testimony as to fair market value by both parties)
- The trial cost estimate
- The opinion of legal counsel
- The identification of the responsible agency official who has the authority to approve administrative settlements

- The recommendation and signatures of all individuals proposing the settlement

The **Consultant** will prepare and promptly deliver a revised written offer to the property owner(s).

5.15.6 TRANSFER OF TITLE

The **Sponsor** will not require any property owner to surrender possession of the real property before the **Sponsor** pays the agreed purchase price.

5.15.6.1 TITLE CURATIVE WORK

The **Consultant** will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the **Consultant or Attorney** will clear only the possessory interest. For real property valued at greater than \$10,000, the **Consultant or Attorney** will clear all property interests.

Title curative work may include partial mortgage releases, lien subordination agreements, and lien satisfactions.

5.15.6.2 PRORATED PROPERTY TAXES

The **Consultant** will prorate real property taxes for each fee and permanent easement acquisition. The **Sponsor** will pay all tax prorations over \$25.

5.15.6.3 CLOSING DOCUMENTS

The **Consultant** will coordinate closing documents for each acquisition. The closing documents may include an instrument, real estate transfer tax forms, W-9 tax form, releases, or any document deemed necessary by the **Sponsor**.

5.15.6.4 TITLE CERTIFICATION

The **Consultant** will deliver the title instrument(s) to the title **Attorney** for review and certification.

5.15.6.5 CLOSING

The **Consultant** will schedule and hold the closing. Because time is of the essence, the **Sponsor** will pay the just compensation upon receipt of the fully executed documents. The transfer of title to the **Sponsor** may require the payment of incidental expenses. The **Sponsor** will pay appropriate reimbursable expenses to the property owner(s) and/or the **Consultant**.

5.15.6.6 DEEDS AND CONVEYANCE DOCUMENT FILING

The **Consultant** will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.16 RELOCATION ASSISTANCE

No services required.

5.17 RIGHT-OF-WAY CERTIFICATION

The **Sponsor** will sign the Right of Way Certificate prepared by the **Consultant** on forms provided by the New York State Department of Transportation.

The **Consultant** will submit to NYSDOT the Right of Way Certificate and all accompanying documentation for final approval.

5.18 PROPERTY MANAGEMENT

No services required.

ASSUMPTIONS

- Estimate a maximum of 3 Acquisition Maps will be reviewed.
- Estimate 2 meeting(s) with Sponsor and/or Design Consultant.
- Estimate 1 cost estimate update(s) for each right-of-way phase (Incidental and Acquisition).
- Estimate 0 Public Information Meeting
- Estimate 0 EDPL Public Hearing
- Estimate 3 Properties
- Estimate 3 Acquisition Map(s)
- Estimate 3 Last Owner Title Search(es)
- Estimate 0 20-Year Title Search(es)
- Estimate 0 Full Abstract Title Search(es)
- Estimate 3 Value Finder Appraisal Report(s)
- Estimate 0 Full Take Appraisal Report(s)
- Estimate 0 Before & After Appraisal (land only) Report(s)
- Estimate 0 Before & After Appraisal Report(s)
- Estimate 0 Properties Requiring Two Independent Appraisal Reports
- Estimate 3 Appraisal Review Report(s)
- Estimate 0 Waiver Valuation(s)
- Estimate 3 Preliminary Property Owner Interview(s)
- Estimate 3 Offer Packages
- Estimate 2 Negotiation Contacts per Property Owner
- Estimate 1 Revisions to Just Compensation
- Estimate 0 Administrative Settlement(s)
- Estimate 0 Miscellaneous Title Curative Issues
- Estimate 3 Property Tax Proration Calculation(s)
- Estimate 3 Title Search Rundowns
- Estimate 3 Title Review & Certification(s)
- Estimate 0 EDPL/Condemnation Proceeding(s)
- Estimate 3 Closing Packages
- Estimate 1 Right of Way Certificate

Albany County Request for Contract Approval

Contract #	2023-899
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	D5010 - Public Works
Date Submitted	Tuesday, February 28, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Comac Corporation 576 Boulevard Industrial, Ste-Eustache, Quebec J7R 5V3
Estimated Amount	\$94,863.00
Estimated Term	4/1/2023 to 7/31/2023
Scope of Services	The purchase of a 3 Station Men/Women/ADA Mobile Bathroom Trailer for visitors at Lawson Lake's Upper Camp and other County Recreation Facilities.
Budget Line Item	DD5010 - 00000 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: February 28, 2023

Re: Contract Request

The Department of Public Works is requesting approval to enter into a contract with Comac Corporation for the purchase of a MOBILIO 3-8 foot x 20 foot x 8 foot – 3 Station Men/Women/ADA Bathroom Trailer in an amount not to exceed \$94,862.25. The bathroom trailer is mobile and will be used for visitors at Lawson Lake's Upper Camp as well as at other County Recreation Facilities.

Comac Corporation is an approved dealer under the Sourcewell Contract #081721-NIU. The purchase will be paid for with the Improvement and Acquisition of Albany County Recreational Facilities bond.

If there are any questions or further information is needed, please feel free to contact my office.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent
FROM: Lisa M. Ramundo, Commissioner
DATE: March 2, 2023
RE: Sourcewell Contract #081721-NIU

Public Works would like to purchase a MOBILIO 3 Station Bathroom Trailer from Comac Corporation using Sourcewell Contract #081721-NIU for a total amount not to exceed \$94,862.25.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works

FROM: Pamela O Neill *P. Neill*
Purchasing Agent

DATE: March 2, 2023

RE: Purchase of Bathroom Trailer

I am in receipt of your recommendation to Comac Corporation, utilizing the National Cooperative Sourcewell Contract #081721-NIU in the amount not to exceed \$94,862.25 for the trailer.

As Comac Corporation has an approved Sourcewell contract and Comac Corporation. is an authorized provider I have no objection to your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board so that we may issue a Notice of Award.

subject to the privacy and security provisions of HIPAA. This information may be protected by pertinent privilege(s), e.g., attorney-client, doctor-patient, HIPAA etc., which will be enforced to the fullest extent of the law. If you are not the intended recipient, you are hereby notified that any examination, analysis, disclosure, copying, dissemination, distribution, sharing, or use of the information in this transmission is strictly prohibited. If you have received this message and associated documents in error, please notify the sender immediately for instructions. If this message was received by e-mail, please delete the original message.

From: Hossein Samimi <h.samimi@comaccorporation.com>
Sent: Friday, February 24, 2023 2:50 PM
To: O'Neill, Pamela <Pamela.O'Neill@albanycountyny.gov>
Subject: Re: Sourcewell contract45672Sourcewell Contract : 081721-NIU.

Hi Pamela

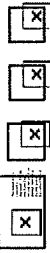
Yes, correct as a sourcewell member you will get an additional 5% discount on the total price . So, \$99,855.00. - 5% .
Best Regards

Best Regards

Samimi H Sam , MBA,
With international sales Team leader. Board member since 2011.
Compac & NIU Smart Group Of Companies since 1989
(Worldwide: +1 450-432-8285 & +1 450-432-5946
(Canada et E.-U./Toll-free, Canada and USA: 1 855-550-0303
(Mobile: 514 -475-0590)
(Telec./Fax: 1-450-628-4677



www.comaccorporation.com



From: O'Neill, Pamela <Pamela.O'Neill@albanycountyny.gov>
Sent: Friday, February 24, 2023 2:37:17 PM

Comac/Niu Toilet 081721-NIU

Pricing for contract #081721-NIU is provided at 3-5% off MSRP to Sourcewell participating agencies.

**Solicitation Number: RFP 081721****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 8540527 Canada, Inc., dba Comac Corporation and Niu Toilet, 576 Industrial Blvd., Saint-Eustache QC J5R 5V3 Canada (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Restroom and Shower Facility Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 15, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

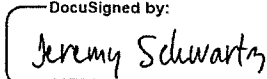
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

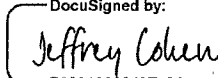
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

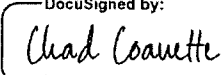
Sourcewell

8540527 Canada, Inc.,
dba Comac Corporation and Niu Toilet

DocuSigned by:

By: C0FD2A139D08489...
Jeremy Schwartz
Title: Chief Procurement Officer
10/13/2021 | 1:32 PM CDT
Date: _____

DocuSigned by:

By: B3004A88248E49C...
Jeffrey Cohen
Title: Sales/Marketing Director
10/14/2021 | 9:48 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
10/14/2021 | 9:49 AM CDT
Date: _____

RFP 081721 - Restroom and Shower Facility Solutions

Vendor Details

Company Name: 8540527 Canada Inc

Does your company conduct
business under any other name? If
yes, please state: Comac/Niu Toilet

Address: 576 Industrial Blvd
St Eustache, QC J7R 5V3

Contact: Tony Volpe

Email: tony@niutoilet.com

Phone: 705-571-5438

Fax: 450-628-4677

HST#: 842712861-0001

Submission Details

Created On: Friday July 30, 2021 12:06:27

Submitted On: Tuesday August 17, 2021 12:17:31

Submitted By: Tony Volpe

Email: tony@niutoilet.com

Transaction #: 6105fe45-aa5e-46b0-b648-ea13489b64d2

Submitter's IP Address: 184.145.204.163

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	8540527Canada, Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Niu Toilet, Comac Corporation
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Comac Corporation Niu Toilet , Comac Sani Division
4	Proposer Physical Address:	576 Industrial Blvd Saint-Eustache, QC J5R 5V3 Canada
5	Proposer website address (or addresses):	www.niutoilet.com www.comaccorporation.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeffrey Cohen- Sales/Marketing Director 576 Industrial Blvd Saint-Eustache, QC J5R 5V3 Canada jeffc@comaccorporation.com (514) 444-3161
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeffrey Cohen Sales/Marketing Director jeffc@comaccorporation.com 514-444-3161
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tony Volpe- Sales (705) 571-5438 tony@niutoilet.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Comac Corporation Inc. was founded in 1984 with the focus to build and dominate the industrial hand dryer market. Our goal has always been to supply the finest quality and most up to date sanitization and disinfection products and accessories, and have done so successfully. Within the last 2 years- Comac has launched NIU TOILET- with a very positive market response. NIU TOILET's offerings consists of permanent washroom structures, portable toilets, trailer toilets and portable shower stalls- standard or ADA compliant- designed for use in public and private sector; while meeting the highest existing standards and practices required for today's changing pandemic conditions.
10	What are your company's expectations in the event of an award?	To carry out the award with diligence, professionalism and attention to detail.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Annual Sales- 2-3 million 2.5 million LOC, currently using 0 % used, self finance, 1 million in inventory
12	What is your US market share for the solutions that you are proposing?	50% approximately
13	What is your Canadian market share for the solutions that you are proposing?	50% approximately
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Canadian Manufacturer with a combination of full-time employees, authorized agents and distributors, including full sales and service support.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	control goods certified, ISO 9001, CSA, CE, ROHS, ULC, LED Certified, BOMA Certified
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Comac - ACRIQ award for innovation and R&D 2019, Merccor for international affairs and commerce All shown on our website- www.comaccorporation.com
19	What percentage of your sales are to the governmental sector in the past three years	25%
20	What percentage of your sales are to the education sector in the past three years	55%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Transport Ministry of Quebec - mandated to make accessible and intelligent washrooms in Quebec. 1.4 million
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Peel Regional School District	Peter Gatner	905-890-1010
McDonalds Canada	Jeff Kelly Operations Manager	519-383-7511
Quebec Ministry of Transport	Martin Syndrom	1-888-355-0511

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Peel Regional School District	Education	ON - Ontario	Hand dryers, UV HVAC system	23k	130k
Ottawa School Board	Education	ON - Ontario	Hand dryers, UV HVAC, Smart Toilets	27k	142k
Quebec School District	Education	QC - Quebec	Hand Dryers, UV HVAC, touches bathroom accessories	47K	160K
Montreal International Airport	Government	QC - Quebec	HVAC, Hand Dryers, touchless bathroom accessories	20K	200k
Toronto Pearson Airport	Government	ON - Ontario	HVAC, Hand Dryers, touchless bathroom accessories	33K	200k

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Canada / USA / International
26	Dealer network or other distribution methods.	We work with independent and stocking distributors across the globe and are a Supplier Member to many specific buying groups and associations related to our products and services
27	Service force.	Full time in house service staff with both employees and outside independent agents/ reps for service as well.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders will be reviewed, confirmed, and handled in house by parent company Comac and primary or secondary contact.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All our products have guarantees- so any customer service issues should arrive by email directly or through or through Sourcwell portal- and then all matters are addressed and handled within 24-48 hours and confirmed by primary or secondary contact who will as well- maintain and manage contracts/ respond in a timely fashion/ and complete any business reviews to Sourcwell and Participating Entities, if applicable.
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	100% as we are currently doing business in USA
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	100% as we are currently doing business in Canada.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
33	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will work with all Sourcwell participating entity sectors.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We would proudly announce this contract opportunity- and what this contract represents for our company and affiliates and customers with online marketing/email marketing and other forms of advertising (print/media/etc) We feel- especially in regards to this RFP- that our products are ideal and can really help society now- so we will try to make that clear within our strategy and marketing materials all while promoting Sourcewell and related partners at the same time.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We are very active on social media through many platforms; and will promote the relationship and developments of this contract with any related published materials, media links, or communications through our own websites as well as all our many social media links
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We hope to work closely with Sourcewell- recognized as the first contact- and we will incorporate and utilize any Sourcewell logos/imagery within our marketing materials and promotions if authorized and approved by Sourcewell.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products are very specific and are not sold online. Only information is available online

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is available online or in person for all products, at no charge. Provided by Comac/Niu service department or agents.
40	Describe any technological advances that your proposed products or services offer.	All our products are designed for todays pandemic conditions with touchless options, bacteria free surfaces, self cleaning mechanisms, light disinfection, ULVC disinfection, GPRS remote monitoring, active emergency services and more. All our units have a GPRS- which is a remote monitoring system for the owner/operator of the unit providing information and usage- thus allowing for less maintenance, energy and resouce savings.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	LEED certified, Greenspec certification up to 87% materials.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Hydro Quebec -, Hydro One IRQ awarded ACRIQ accredited
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our brand new Canadian Made designs related to this RFP are the most up to date and technical solutions being built today- with specific focus on disinfection and sanitization. Our models are custom designed for proper updated solutions to sanitary needs in regards to todays trailer and portable toilet industry. We can modify and custom design any interior layout to suit customers needs and specifications.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Our warranties cover all products and parts used within our units. Labor is not included.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our products are meant to be used as intended- and certain products are anti-theft/graffiti/etc. However- If products are tampered with - warranty does not apply.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	NO- warranty repairs can be done wherever our products are placed/installed.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We assume all responsibility for any parts and their respected warranties.	*
50	What are your proposed exchange and return programs and policies?	Depending on product and actual issue; as well as the physical location- this is to be discussed and handled accordingly in a timely and responsible manner.	*
51	Describe any service contract options for the items included in your proposal.	N/A	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Our services rely on quick performance, accuracy, consistency, and quality work provided by reliable employees while keeping our mission and objectives clear. We stand behind our designs and guarantee to provide units that perform as expected.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	The initial response to our toilet and shower units has provided the indicators for our advancements and investments into our product line- as well as our growth in our manufacturing and production abilities.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	NET 30 on purchase orders. Depending on order size/value- a 25% deposit may be required. All payment types accepted Wire Transfer, Letter of credit, Certified check, credit card	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Financing and leasing options available through our own company or a 3rd party.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We accept purchase orders, sales orders, buying contracts-, etc. All conditions and terms of sale to be clearly indicated on sales order confirmation	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Specific line-item discounted pricing and pricelist will be provided for this RFP- with all conditions/terms/etc indicated on pricelist see uploaded price lists
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	3-5%
60	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts: • 250 000\$ to 500 000\$ (Calculated by Fiscal year) 2.9% discount • 500 001\$ to 750 ,000\$ (Calculated by Fiscal year) 3.9% discount • 750,001\$ to 1000 000\$ (Calculated by Fiscal year) 5% discount
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There is a flat 10% additional charge for our permanent-fixed washroom/shower facility/structures due to the set-up and all requirements
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Each order will be reviewed individually with the participating entity and then shipping costs will be calculated based on product weight and final destination. Comac will ensure and guarantee delivery for each unit purchased.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All the same terms and programs apply to these destinations- which will be identified at time of order submission and will be calculated based on product weight and specific requirements.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	With the potential of the RFP- we have decided to make our pricing even more appealing with a better discount

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Comac will keep and provide weekly and monthly updates as to the status of each product and RFP- by verifying and monitoring all details of order and production process from start to finish. We will identify each order in our system with a unique code for accounting and sales reports and this information will be relayed to participating and necessary entities as required for the RFP and by all necessary obligations and requirements for auditing purposes.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will confirm the date of order placement and actual delivery required date and determine if any costs have increased due to market conditions compared to actual shipping time frame.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We focus on brand new designs of efficient, environment friendly and high-tech portable washrooms, trailer toilets, portable shower stalls, and permanent fixed washroom structures/buildings-both standard and ADA compliant- all made with materials and equipment oriented towards the highest hygiene standards required for today's changing market and global pandemic conditions; and using the newest and latest technology in regards to these units and models.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	washroom upgrades washroom renovations public sanitary solutions portable restrooms portable showers Disaster relief Homeless outreach centers Firefighting emergency services Temporary structures Bunk Houses

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Flush, waterless (vault), or compostable toilets and restrooms	☒ Yes ☐ No	Newest and latest technology related to this requirement with all equipment and with specific design features for remote monitoring.
73	Showers and changing rooms	☒ Yes ☐ No	All units are custom designed and we offer the newest developments in technology and sanitization- and can modify any interior as per requirements.
74	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	☒ Yes ☐ No	All products and models are custom designed and we offer all models with the newest technology to be used as either portable or fixed /permanent options and can be ADA compliant as well
75	Equipment, products, accessories, and supplies related to the solutions in lines 72 - 74 above.	☒ Yes ☐ No	Touchless Toilets/Urinals/Sinks/Mirrors/LED lighting/Touchless hand dryer/faucet/ Showers/sinks and counters/paper towel dispensers/baby change stations/Remote operator monitoring
76	Related services - design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs.	☒ Yes ☐ No	Design build and visuals, delivery, and all warranties guaranteed For fixed/permanent washroom structures/buildings- we offer full turn key solutions

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Once order is submitted- based on unit type- we will assess delivery and set up requirements based on location and conditions- and determine options and requirements. Once determined- delivery, installation and set up will be confirmed.
78	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	Many of our products put inside our various units are vandal proof, scratch proof and tamper proof. The outside of our units are vandal proof and graffiti proof as well. We also have exterior security cameras available, and lighting on all our units- and GPRS for emergency responses.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- Pricing - Sourcewell- 2021 Program Pricing.pdf - Tuesday August 17, 2021 08:30:56
 - Financial Strength and Stability (optional)
 - Marketing Plan/Samples - Proud New Member.pdf - Friday August 13, 2021 07:55:19
 - WMBE/MBE/SBE or Related Certificates - comac-certifications.png - Friday August 13, 2021 07:55:49
 - Warranty Information - Niu-Warranty.pdf - Monday August 16, 2021 14:34:34
 - Standard Transaction Document Samples - oORDER SAMPPLE.pdf - Monday August 16, 2021 12:40:03
 - Upload Additional Document (optional)

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeffrey Cohen, Sales/Marketing Director, 8540527Canada, Inc

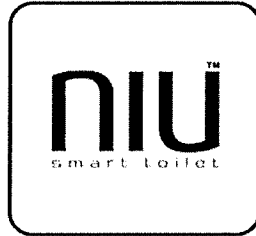
The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Restroom_and_Shower_Facilities_RFP_081721 Thu August 5 2021 02:29 PM		2



February 22, 2023

NIU TOILET PROPOSAL FOR:

MOBILIO 3- 8 X 20 X 8- 3 STATION- M/W/ADA

8540527 Canada Inc. D.B.A. NIU TOILET

About Us:

NIU smart toilet is the latest division of Comac Corporation- a Canadian Corporation (established- 1984) specialized in manufacturing of smart toilets in North America. Our goal, to create the perfect smart self-cleaning bathroom with the highest efficiency at the lowest cost. To do so we have brought together the best engineers to create the world first revolutionary Smart Bathrooms to meet today and tomorrow requirements. The NIU Smart bathrooms are designed with one goal: Comfort, Safety & Innovation.

ADDRESS:

Comac Corporation- 576 Boulevard Industrial, Ste-Eustache, QC. J7R 5V3 / 1-855-550-0303 / www.niutoilet.com / www.comaccorporation.com

Contact: Sam Samimi

Account types:

We currently work with procurement groups across North America (Sourcewell/Canoe/Merx/Procured/etc.) and supply school districts, government agencies (local and federal), military and police, fire/rescue, rental companies, emergency relief sector, and other markets/sectors.

Thank you for considering NIU



Mobilio 3- 3 station- 8 x 20 x 8- ADA.

- **1 Full men's washroom (toilet urinal)**
- **1 Full women's washroom (Baby station)**
- **1 Full ADA washroom (Full touchless with Automatic Doors and RVP extendable ramp)**

STANDARD FEATURES INCLUDED:

- Fresh Water tank- 250 gallon
- Wastewater tank- 350 gallon
- Comac- "ONE" Hand dryers (ADA)
- Touchless Soap dispensers
- Touchless Paper towel dispensers
- Baby change stations
- Garbage cans
- Mirrors with LED (Touch feature)
- Stainless steel sinks with counter and vanity
- Waterless Urinal (men's station)
- UV Disinfection (Sourcewell Promo no charge)
- AC 15000BTU /dual Hot Air heating system
- 4 Ouellete Wall heaters (1000w)
- Hydraulic ADA Drop Down Chassis with extendable ramp and automatic Handicap door.
- Touchless door openers (Inside & Outside)
- 350-gallon GW internal holding tank
- White Panel finished exterior.
- White interior FRP panels
- Night lights
- Emergency lights
- Emergency exit button

Thank you for considering NIU

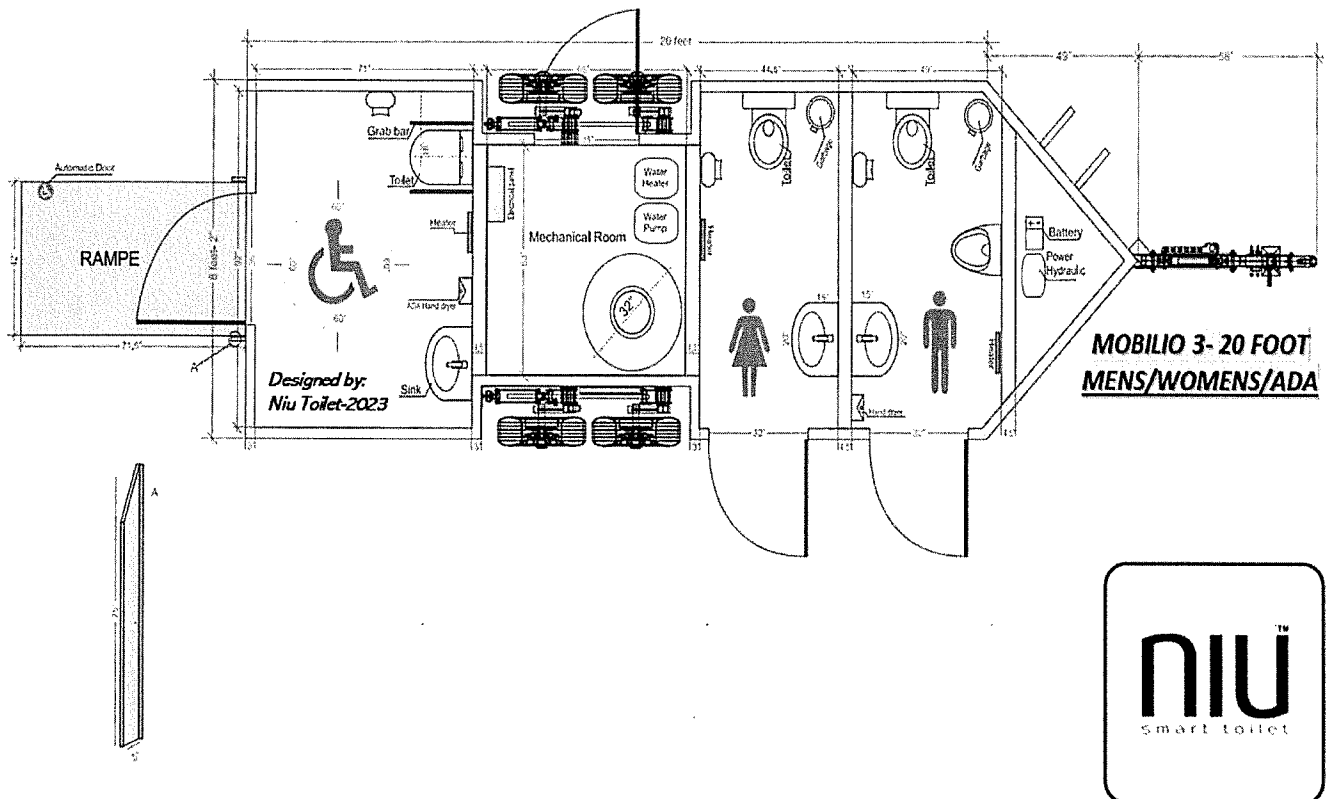


-
- Dual connection (Direct connect or generator)
 - Magic Mirror with Bluetooth & Defog system (Sourcewell Promo no charge)
 - DOT walls (Antibacterial)
 - Exterior LED occupancy custom signage (Sourcewell Promo no charge)
 - Full touchless feature (Sourcewell Promo no charge)
 - Dual connectivity (Self contained / Direct connect) (Sourcewell Promo no charge)
 - Bluetooth speakers in all bathrooms (Sourcewell Promo no charge)
 - Solar Step LED exterior lights with motion sensors (Sourcewell Promo no charge)
 - ULV disinfection system (HVAC) (Sourcewell Promo no charge)
 - Security camera (Dual connection with Night vision and speaker)
 - Dual Hydraulic Axel 7500lb each.
 - ADA Emergency push button
 - 4units, 5500 support drops.
 - Battery booster
 - Winterized package
 - ADA steel ramp with push button
 - Customized customer Logo for the exterior (Sourcewell Promo no charge)
 - Black F1 mags and rims (Sourcewell Promo no charge)
 - Remote control for easy hydraulic control (Sourcewell Promo no charge)
 - Keyless entry for the mechanical room
 - Water level indicator (waste water & Fresh water) with live monitoring capability
 - **Transport: 7980\$**
 - **Shrink Wrap: 1900\$**
 - **Price (Not including shipping/ Shrink):89,975.00\$**
 - **LEAD time: 12 to 16 weeks after PO.**

Thank you for considering NIU



LAYOUT SHOWN HERE:



DESCRIPTION:

The Mobilio3 is beautifully designed, with both ADA and separate MEN'S + WOMEN'S stalls. You will be completely amazed at how easy it is to access. The air-ride hydraulic suspension system lowers the trailer gently to the ground where your guests will have a short step or use a straight ramp to access the beautifully appointed, air-conditioned stalls.

Inside, bright LED lights reveal a comfortable bathroom, complete with a sink, mirror, and vacuum flush ceramic toilet. The vacuum flush system has many benefits over a standard flushing system. A vacuum flush system hides and quickly removes the waste, while at the same time drawing 20 airs from the room. This added ventilation helps keep everything smelling fresh.

- ADA bathroom features fully hydraulic ramp entry with room for wheelchair inside

Thank you for considering NIU



➤ **Customer Notes:**

➤ **Customer approval:**

Signature:

Name:

➤ **Date:**

Websites:

www.niutoilet.com

www.comaccorporation.com

www.comacsanidivision.com



proudly made in canada 🍁

@niutoilet

Niu Toilet

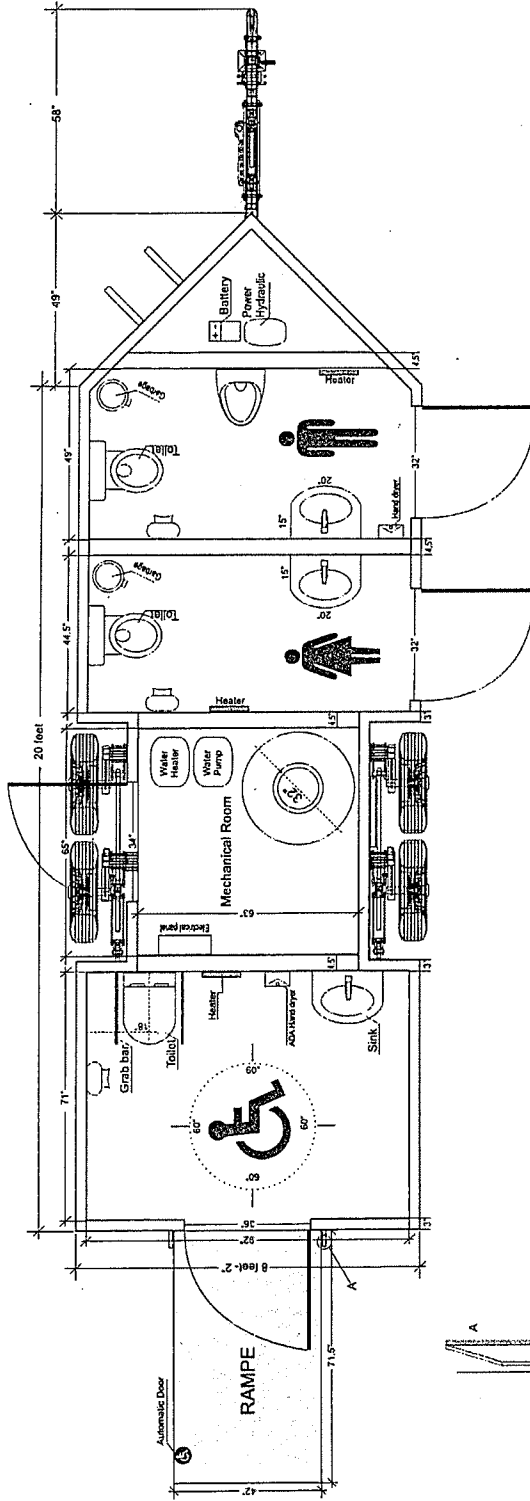
NiuToilet1

Niu Toilet

Thank you for considering NIU



Thank you for considering NIU



	Design by: NIU / trailer 20x8
	Date: 31.8.2022
	Echelle 1/10



❖ Women station with baby changing station

Albany County Request for Contract Approval

Contract #	2023-901
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Wednesday, March 01, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Davco Masonry 2107 4th Ave., Watervliet, NY 12189
Estimated Amount	\$91,000.00
Estimated Term	4/1/2023 to 6/30/2023
Scope of Services	Construction of a 38' x 72'-7" Concrete Slab in Tawasentha Park. The Slab will be the foundation for a fitness court, which is being constructed in partnership with MVP.
Budget Line Item	DD5110 - 44075 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

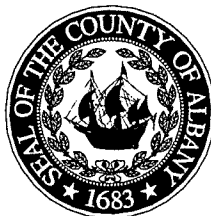
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: February 28, 2023

Re: Contract Request

The Department of Public Works is requesting approval to enter into a contract with Davco Masonry for construction of a 38' x 72'-7" concrete slab in Tawasentha Park. The Slab will be the foundation for a fitness court, which is being constructed in partnership with MVP.

The fitness court has two sides, one for yoga and the other for body weight training.

We received 4 bids for this project, and Davco Masonry was the low bidder. This purchase will be paid for with bridge and road repair line D 5110 44075.

If there are any questions or further information is needed, please feel free to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo, Commissioner
Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 1, 2023

RE: RFB-2023-022 Construction of a Concrete Slab in Tawasentha Park

I am in receipt of your recommendation to award the aforementioned to Davco Masonry in the amount of \$91,000.00.

As Davco Masonry is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: March 1, 2023

RE: RFB #2023-022
Construction of a Concrete Slab in Tawasentha Park

Upon review of the four (4) bids that were received regarding the aforementioned project, I would like to recommend Davco Masonry for the award amount not to exceed \$91,000.00.

I have attached a copy of our Engineering Divisions recommendation along with the bid tab sheet.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: March 1, 2023

RE: RFB#2023-022
Construction of a Concrete Slab in Tawasentha Park

After reviewing the four (4) bids received for the above referenced RFB, I recommend the low bidder, Davco Masonry, for the award of this bid in the amount not to exceed \$91,000.00.

Please let me know if you have any questions.

WA:ct

RFB-2023-022 Tabulation Construction of Concrete Slab in Tawasentha Park

Bidder	Carver Construction	James H. Maloy Inc.	Davco Masonry	Bubonia GC
Lump Sum Base Bid	\$ 87,145.00	\$ 99,000.00	\$ 79,000.00	\$ 158,800.00
5% Contingency Allowance	\$ 4,357.25	\$ 4,950.00	\$ 4,000.00	\$ 7,940.00
Construction Material Testing Cost	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Total Bid	\$ 99,502.25	\$ 111,950.00	\$ 91,000.00	\$ 166,740.00
Alternate 1	\$ 4,642.75	\$ 4,600.00	No Bid	\$ 3,000.00

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2023-022**

Sealed Bids for **Construction of a Concrete Slab in Tawasentha Park. Approximate slab size is 38' x 72'-7", 4" (min.) thickness with wire mesh. Grading of site and installation of subbase to be included** as requested by Albany County Department of Public Works, will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, February 24th, 2023.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on (Thursday, February 9th).

Pamela O'Neill
Purchasing Agent

Dated: February 3, 2023
Albany, New York

PUBLISH ONE DAY – Thursday, February 9, 2023 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, February 9, 2023 -- THE TIMES UNION

COUNTY OF ALBANY

**CONSTRUCTION OF A CONCRETE SLAB IN TAWASENTHA
PARK. APPROXIMATE SLAB SIZE IS 38' X 72'-7" X 6" (MIN),
THICKNESS WITH WIRE MESH. GRADING OF SITE AND
INSTALLATION OF SUBBASE TO BE INCLUDED**

RFB-2023-022

ADDENDUM #1

February 9, 2023

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 9th day of February 2023, in connection with the Request for Bids #2023-022 as requested by the Albany County Department of Public Works.

COUNTY OF ALBANY

RFB-2023-022

**CONSTRUCTION OF A CONCRETE SLAB IN TAWASENTHA PARK.
APPROXIMATE SLAB SIZE IS 38' X 72'-7" X 6" (MIN), THICKNESS WITH WIRE
MESH. GRADING OF SITE AND INSTALLATION OF SUBBASE TO BE INCLUDED**

ADDENDUM #1

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: The bid due date has been changed to Tuesday, February 28, 2023 at 11:00 a.m.

ITEM #2: To clarify, the slab minimum thickness is to be 6".

End of Addendum #1

COUNTY OF ALBANY

**CONSTRUCTION OF A CONCRETE SLAB IN TAWASENTHA
PARK. APPROXIMATE SLAB SIZE IS 38' X 72'-7" X 6" (MIN),
THICKNESS WITH WIRE MESH. GRADING OF SITE AND
INSTALLATION OF SUBBASE TO BE INCLUDED**

RFB-2023-022

ADDENDUM #2

February 16, 2023

The following Addendum No. 2 consisting of five (5) pages (including this cover page) is hereby issued on the 16th day of February 2023, in connection with the Request for Bids #2023-022 as requested by the Albany County Department of Public Works.

COUNTY OF ALBANY

RFB-2023-022

**CONSTRUCTION OF A CONCRETE SLAB IN TAWASENTHA PARK.
APPROXIMATE SLAB SIZE IS 38' X 72'-7" X 6" (MIN), THICKNESS WITH WIRE
MESH. GRADING OF SITE AND INSTALLATION OF SUBBASE TO BE INCLUDED**

ADDENDUM #2

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Can a time be set up to do a site visit? If not, can we get the exact location in the park where the slab. Will be?

Response #1: The Google map link is <https://goo.gl/maps/vntvpcxxAaPafjHc9> and the coordinates are 42.701837310315575, -73.93456346498897.

ITEM #2: Is there a specific timeline the County is looking for on this project?

Reponse #2: The County would like to have the work completed in mid May.

ITEM #3: Please confirm that the bid bond is required to be 100% of the bid amount.

Response #3: The Bid Security required is Five Percent (5%) of the bid amount. The Performance Bond is one hundred percent (100%) of the total bid amount. See the following updated Sections:

SECTION 6: BID SECURITY

6.1 Each bid must be accompanied by a bid bond or certified check in the amount of **Five Percent (5%) of the total bid amount in United States Currency** drawn upon a national or state bank or trust company, to the order of the Director of Finance, Albany, County. If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. **BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.**

6.2 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful Bidder.

SECTION 18: PERFORMANCE BOND

18.1 A separate Performance Bond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent, equal to **One Hundred Percent (100%) of the Total Bid Amount** is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

In case of its failure to do so, or in case of its failure to give further security as herein prescribed, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County of Albany.

ITEM #4: Are there liquidated damages associated with this project?

Response #4: NO but the work is expected to be completed no later than the middle of May 2023.

ITEM #5: Will retainage be held on this project?

Response #5: Yes. 5% will be held during the project until final completion. 2% will be held for one year from final completion.

ITEM #6: Could a more detailed drawing of the underdrain and associated work be provided?

Response #6: A revised Sheet is provided to clarify the underdrain detail as Rev 1 and is made part of this addendum.

COUNTY OF ALBANY

RFB-2023-022

**CONSTRUCTION OF A CONCRETE SLAB IN TAWASENTHA PARK.
APPROXIMATE SLAB SIZE IS 38' X 72'-7" X 6" (MIN), THICKNESS WITH WIRE
MESH. GRADING OF SITE AND INSTALLATION OF SUBBASE TO BE INCLUDED**

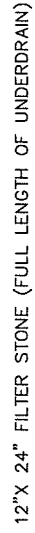
ADDENDUM #2

ITEM #7: Is the intent to have a permanent sidewalk from the lot to the pad? If so, can a site plan be provided for this?

Response #7: On the Scope of Services Sheet, Item #11 states to remove the temporary construction access and install permanent sidewalk using sub-base material (min. 8' width). Rev 1 sheet shows the location of the temporary construction access and the permanent sidewalk is to be placed in the same location.

End of Addendum #2

FITNESS COURT STUDIO



		COUNTY OF ALBANY DEPARTMENT OF PUBLIC WORKS 418 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-762-2786		FINAL PLANS COVER FOR STAMP	
RELAYS		CONCRETE SLAB PLANS		CONCRETE SLAB FOR FITNESS COURT TAWASENTHA PARK TOWN OF GUILDERLAND	
REV.	DATE	BY			
REV1			DRAWING NUMBER SHEET 4 OF 7		

COUNTY OF ALBANY

RFB-2023-022

**CONSTRUCTION OF A CONCRETE SLAB IN TAWASENTHA PARK.
APPROXIMATE SLAB SIZE IS 38' X 72'-7" X 6" (MIN), THICKNESS WITH WIRE
MESH. GRADING OF SITE AND INSTALLATION OF SUBBASE TO BE INCLUDED**

ADDENDUM #3

The following information is provided as a result of a question(s) posed by vendor(s):

Question 1: Regarding note 1 under the "General" section on drawing page GN-1, Is the county going to perform this review or does the contractor need to have an independent engineer review?

This review will be completed by the Contractor as described in the referenced note.

Question 2: Can you please explain or detail the area of the three 60' under drains outside of the temporary/permanent access road/sidewalk? I see per addendum 2 that they are encased in a 12"X24" filter stone, but is that wrapped in filter fabric and then buried in soil? Is the stone to be brought up to grade? Do these under drains tie into anything or are they capped or brought out to day light?

The intent is to drain the swale, between the edge of pavement and the concrete slab, to the drainage area south of the concrete slab location. The under drain with fabric is encased in filter stone, as shown in Addendum 2, for the entire length and the top of the filter stone is brought up to grade. The under drains are capped on the north end and daylight on the south end.

End of Addendum #3

COUNTY OF ALBANY

**CONSTRUCTION OF A CONCRETE SLAB IN TAWASENTHA
PARK. APPROXIMATE SLAB SIZE IS 38' X 72'-7" X 6" (MIN),
THICKNESS WITH WIRE MESH. GRADING OF SITE AND
INSTALLATION OF SUBBASE TO BE INCLUDED**

RFB-2023-022

ADDENDUM #4

February 24, 2023

The following Addendum No. 4 consisting of two (2) pages (including this cover page) is hereby issued on the 24th day of February 2023, in connection with the Request for Bids #2023-022 as requested by the Albany County Department of Public Works.

COUNTY OF ALBANY

RFB-2023-022

**CONSTRUCTION OF A CONCRETE SLAB IN TAWASENTHA PARK.
APPROXIMATE SLAB SIZE IS 38' X 72'-7" X 6" (MIN), THICKNESS WITH WIRE
MESH. GRADING OF SITE AND INSTALLATION OF SUBBASE TO BE INCLUDED**

ADDENDUM #4

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Can you please explain or detail the area of the three 60' under drains outside of the temporary/permanent access road/sidewalk? I see per addendum 2 that they are encased in a 12"X24" filter stone, but is that wrapped in filter fabric and then buried in soil? Is the stone to be brought up to grade? Do these under drains tie into anything or are they capped or brought out to day light?

Response #1: The intent is to drain the swale, between the edge of pavement and the concrete slab, to the drainage area south of the concrete slab location. The under drain with fabric is encased in filter stone, as shown in Addendum 2, for the entire length and the top of the filter stone is brought up to grade. The under drains are capped on the north end and daylight on the south end.

ITEM #2: Regarding note 1 under the "General" section on drawing page GN-1, Is the county going to perform this review or does the contractor need to have an independent engineer review?

Response #2: This review will be completed by the Contractor as described in the referenced note.

End of Addendum #4

COUNTY OF ALBANY

**CONSTRUCTION OF A CONCRETE SLAB IN TAWASENTHA
PARK. APPROXIMATE SLAB SIZE IS 38' X 72'-7" X 6" (MIN),
THICKNESS WITH WIRE MESH. GRADING OF SITE AND
INSTALLATION OF SUBBASE TO BE INCLUDED**

RFB-2023-022

ADDENDUM #5

February 27, 2023

The following Addendum No. 5 consisting of two (2) pages (including this cover page) is hereby issued on the 27th day of February 2023, in connection with the Request for Bids #2023-022 as requested by the Albany County Department of Public Works.

COUNTY OF ALBANY

RFB-2023-022

**CONSTRUCTION OF A CONCRETE SLAB IN TAWASENTHA PARK.
APPROXIMATE SLAB SIZE IS 38' X 72'-7" X 6" (MIN), THICKNESS WITH WIRE
MESH. GRADING OF SITE AND INSTALLATION OF SUBBASE TO BE INCLUDED**

ADDENDUM #5

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: We are inquiring as to whether or not the bid will be postponed due to the incoming storm?

Response #1: The bid due date will not be extended.

End of Addendum #5

Albany County Request for Contract Approval

Contract #	2023-811
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	
Department	A6772 - Aging
Date Submitted	Thursday, February 02, 2023
Contact Person	Dillon, Patrick
Contact Phone	() -518
Vendor Info	Senior Citizens of Green Island 5 George Street, Green Island, New York 12183
Estimated Amount	\$1,036.38
Estimated Term	1/1/2022 to 12/31/2022
Scope of Services	To amend congregate meal contract to provide additional congregate meals needed for older adults 60 years and older that have utilized the Green Island congregate meal site.
Budget Line Item	AA6772 - 44046 - - -
Fiscal Impact	County: 25.00% State: 75.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

To: Albany County Contract Approval Board

From: Patrick Dillon, Contract Administrator

Date: February 2, 2023

Regarding: Request for CAB Approval

Contractor – Green Island Senior Citizens
Amendment Amount – \$1,036.38
Contract Term – 1/1/2022 – 12/31/2022
Funding Source – 75% - State, 25% - County

The Department for Aging (DFA) requests CAB approval to amend the contract with Senior Citizens of Green Island to provide additional congregate meal services to older adults who reside within Albany County and meet specific criteria as required by Albany County and New York State Office for Aging. Senior Citizens of Green Island shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Senior Citizens of Green Island provides congregate meal services to older adults at one (1) location at 5 George Street, Green Island, New York 12183. The Contractor served 6,978 meals at their congregate location. They have requested additional congregate meal units totaling \$1,036.38 at the one (1) location.

CONG Meals 2022 GREEN ISLAND

[illegible]

Albany County Request for Contract Approval

Contract #	2023-812
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	
Department	A6772 - Aging
Date Submitted	Thursday, February 02, 2023
Contact Person	Dillon, Patrick
Contact Phone	() -518
Vendor Info	Jewish Family Services of NENY 184 Washington Avenue Extension, Albany, New York 12203
Estimated Amount	\$2,336.01
Estimated Term	1/1/2022 to 12/31/2022
Scope of Services	To amend home delivered meal contract to provide additional kosher home delivered meals needed for older adults 60 years and older that reside in Albany County.
Budget Line Item	AA6772 - 44453 - - -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

To: Albany County Contract Approval Board

From: Patrick Dillon, Contract Administrator

Date: February 2, 2023

Regarding: Request for CAB Approval

Contractor – Jewish Family Services of NENY
Amendment Amount – \$2,336.01
Contract Term – 1/1/2022 – 12/31/2022
Funding Source – 100% - State

The Department for Aging (DFA) requests CAB approval to amend the contract with Jewish Family Services of Northeastern New York to provide additional kosher home delivered meal services to older adults who reside within Albany County and meet specific criteria as required by Albany County and New York State Office for Aging, and the Albany County Central Assessment Unit.

Jewish Family Services of Northeastern New York delivered 4,898 kosher home delivered meals to older adults throughout Albany County. The demand for kosher meals in the Contractor's service area has exceeded its contracted amount. The amendment to the contract will increase the number of kosher home delivered meals by \$2,336.01.

Albany County Request for Contract Approval

Contract # 2023-876
Contract Type B) CAB Contract
Contract Action A) New
Contract Action Type SC) State Contract
Department NH6020 - Residential Health Care Facility
Date Submitted Wednesday, February 15, 2023
Contact Person Slatky, Larry
Contact Phone 1 (518) 213-8940
Vendor Info Intivity
1 Interstate Avenue, Albany, New York 12205
Estimated Amount \$56,567.00
Estimated Term 3/1/2023 to 12/31/2023
Scope of Services Intivity will provide moveable equipment for the Shaker Place Child Day Care Center as per the LaBella architectural drawings and the attached proposal (21423-0).
Budget Line Item NH6020 - HNNA - - -
Fiscal Impact County: 100.00% State: 0.00% Federal: 0.00%
Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed? N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

TO: The Honorable Daniel P. McCoy
 Albany County Executive

 The Honorable Andrew Joyce
 Chairman, Albany County Legislature

 The Honorable Bruce Hidley
 Albany County Clerk

FROM: Larry Slatky
 Executive Director,
 Shaker Place Rehabilitation and Nursing Center.

DATE: February, 2023

SUBJECT: Intivity

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into an agreement with Intivity who will be responsible to supply all moveable equipment and furnishings for the Shaker Place Child Day Care Center per the architectural drawings of Labella Associates.

The cost of this purchase, which includes installation, will be \$56,567.00. Intivity is a certified MBE company and participates in the State Contract System #PC68301.

We respectfully request approval to purchase these items identified in the proposal #21423-0. We thank you in advance for your consideration.





PROPOSAL

PROPOSAL NUMBER	21423-0
DATE	2/14/2022
ACCOUNT NUMBER	QUOTE
PROJECT NAME	SHAKER PLACE - DAYCARE FURN
SALESPERSON	NATE MORALES
PAGE	6 Page Proposal

BILLING ADDRESS		SHIPPING ADDRESS	
Albany County Department Of General Services 112 State Street Albany, NY 12207		Shaker Place Rehabilitation & Nursing Center – New Child Daycare Center 100 Heritage Lane Albany, NY 12111	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
N/A	21423-0	QUOTE	Net 30

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
A835	Classroom Half Circle Table 64 Adjustable Leg for Table, Low, 4pack	2	\$ 353.65	\$ 707.30
J806	Mealtime Chair 6"	10	\$ 102.47	\$ 1,024.70
J432	Teacher Chair, 12"	2	\$ 188.61	\$ 377.22
H505	Mini Floor Easel	1	\$ 417.13	\$ 417.13
A634	Small Clear Table	1	\$ 385.39	\$ 385.39
F632	Adjustable Shelf with Doors 3' x 24"	1	\$ 593.95	\$ 593.95
F643	Fixed Shelf 4' x 24"	1	\$ 476.07	\$ 476.07
C221	Square Woodcrest Table Wood Leg for 14" Table 4pack	1	\$ 208.56	\$ 208.56
J506	Me-Do-It Chair 6.5"	2	\$ 71.64	\$ 143.28
C900	Toddler Kitchen	1	\$ 766.25	\$ 766.25
J900	Community Glider, Blue	1	\$ 671.03	\$ 671.03
F381	Toddler Book Display	1	\$ 222.17	\$ 222.17
C980	Corner Riser Kit	1	\$ 471.54	\$ 471.54
J650	Child's Sofa, Tan	1	\$ 457.93	\$ 457.93
F770	Small Browser Box	1	\$ 190.43	\$ 190.43
F757	Adapter, Wall, 24"	1	\$ 29.02	\$ 29.02
F753	Roomscapes Post 24"	3	\$ 23.58	\$ 70.74
F723	Clear Panel 48" x 24"	1	\$ 147.81	\$ 147.81
F904	Radius Panel 24"	1	\$ 194.96	\$ 194.96
F684	Tote Shelf 4' x 24" Clear Deep Totes Clear Shallow Totes	1	\$ 648.36	\$ 648.36
M161	Mini Cot	10	\$ 72.54	\$ 725.40
M170	Cot Cart 10	1	\$ 326.45	\$ 326.45
H870	MyPlace	1	\$ 929.47	\$ 929.47
A835	Classroom Half Circle Table 64 Adjustable Leg for Table, Low, 4pack	2	\$ 353.65	\$ 707.30
J806	Mealtime Chair 6"	10	\$ 102.47	\$ 1,024.70
J432	Teacher Chair, 12"	2	\$ 188.61	\$ 377.22
H505	Mini Floor Easel	1	\$ 417.13	\$ 417.13
A634	Small Clear Table	1	\$ 385.39	\$ 385.39
H870	MyPlace	1	\$ 929.47	\$ 929.47



PROPOSAL

PROPOSAL NUMBER	21423-0
DATE	2/14/2022
ACCOUNT NUMBER	QUOTE
PROJECT NAME	SHAKER PLACE - DAYCARE FURN
SALESPERSON	NATE MORALES
PAGE	6 Page Proposal

BILLING ADDRESS		SHIPPING ADDRESS	
Albany County Department Of General Services 112 State Street Albany, NY 12207		Shaker Place Rehabilitation & Nursing Center – New Child Daycare Center 100 Heritage Lane Albany, NY 12111	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
N/A	21423-0	QUOTE	Net 30

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
M161	Mini Cot	10	\$ 72.54	\$ 725.40
M170	Cot Cart 10	1	\$ 326.45	\$ 326.45
C900	Toddler Kitchen	1	\$ 766.25	\$ 766.25
C221	Square Woodcrest Table Wood Leg for 14" Table 4pack	1	\$ 208.56	\$ 208.56
J506	Me-Do-It Chair 6.5"	2	\$ 71.64	\$ 143.28
J900	Community Glider, Blue	1	\$ 671.03	\$ 671.03
F381	Toddler Book Display	1	\$ 222.17	\$ 222.17
C980	Corner Riser Kit	1	\$ 471.54	\$ 471.54
J650	Child's Sofa, Tan	1	\$ 457.93	\$ 457.93
F770	Small Browser Box	1	\$ 190.43	\$ 190.43
F757	Adapter, Wall, 24"	1	\$ 29.02	\$ 29.02
F753	Roomscapes Post 24"	6	\$ 23.58	\$ 141.48
F723	Clear Panel 48" x 24"	1	\$ 147.81	\$ 147.81
F643	Fixed Shelf 4' x 24"	1	\$ 476.07	\$ 476.07
F673	Corner Shelf 24"	1	\$ 199.50	\$ 199.50
F751	Filler	2	\$ 4.53	\$ 9.06
F684	Tote Shelf 4' x 24" Clear Deep Totes Clear Shallow Totes	1	\$ 648.36	\$ 648.36
F632	Adjustable Shelf with Doors 3' x 24"	1	\$ 593.95	\$ 593.95
A811	Classroom Activity Table 30"x48" Adjustable Leg for Table, Medium, 4pack	1	\$ 258.44	\$ 258.44
A815	Classroom Nursery Table 30"x30" Adjustable Leg for Table, Medium, 4pack	2	\$ 194.96	\$ 389.92
J208	Childshape Chair 8"	6	\$ 86.15	\$ 516.90
J710	Woodcrest Chair 10"	8	\$ 88.87	\$ 710.96
J432	Teacher Chair, 12"	2	\$ 188.61	\$ 377.22
H500	Mini Art Island	1	\$ 643.83	\$ 643.83
J900	Community Glider, Blue	1	\$ 671.03	\$ 671.03
H870	MyPlace	1	\$ 929.47	\$ 929.47
H832	Bulletin Board 32" x 48"	1	\$ 226.70	\$ 226.70
F758	Adapter, Wall, 32"	3	\$ 31.74	\$ 95.22



PROPOSAL

PROPOSAL NUMBER	21423-0
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PROJECT NAME	SHAKER PLACE - DAYCARE FURN
SALESPERSON	NATE MORALES
PAGE	6 Page Proposal

BILLING ADDRESS		SHIPPING ADDRESS	
Albany County Department Of General Services 112 State Street Albany, NY 12207		Shaker Place Rehabilitation & Nursing Center – New Child Daycare Center 100 Heritage Lane Albany, NY 12111	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
N/A	21423-0	QUOTE	Net 30

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
F754	Roomscapes Post 32"	3	\$ 26.30	\$ 78.90
F753	Roomscapes Post 24"	3	\$ 23.58	\$ 70.74
F742	Solid Wave Panel 24" to 32"	1	\$ 170.48	\$ 170.48
F643	Fixed Shelf 4' x 24"	1	\$ 476.07	\$ 476.07
F711	Bulletin Panel 24" x 24"	1	\$ 94.31	\$ 94.31
F843	Mirror Cover for Shelf or Panel	1	\$ 77.08	\$ 77.08
H577	Supply Unit 3 w/ totes or baskets Clear Deep Totes	1	\$ 997.48	\$ 997.48
F714	Bulletin Panel 24" x 32"	1	\$ 109.72	\$ 109.72
L220	Model 1 Classic Kit Neutral Connectors for L220	1	\$ 3,890.17	\$ 3,890.17
J651	Child's Sofa, Blue	1	\$ 457.93	\$ 457.93
J641	Child's Armchair, Blue	1	\$ 371.79	\$ 371.79
F775	Library Rack	1	\$ 285.64	\$ 285.64
F903	Rice Grass Wave Panel 24" to 32"	1	\$ 485.14	\$ 485.14
F621	Adjustable Shelf 2' x 24"	1	\$ 303.78	\$ 303.78
F753	Roomscapes Post 24"	1	\$ 23.58	\$ 23.58
F754	Roomscapes Post 32"	1	\$ 26.30	\$ 26.30
C232	Round Woodcrest Table 16" and Two Chairs 8"	1	\$ 417.13	\$ 417.13
C910	Kitchen Corner	1	\$ 1,169.77	\$ 1,169.77
F673	Corner Shelf 24"	1	\$ 199.50	\$ 199.50
C930	Village Store C911 Toddler Canopy, Plain	1	\$ 516.88	\$ 516.88
F682	Tote Shelf 3' x 24" Clear Deep Totes	1	\$ 489.67	\$ 489.67
A631	Large Clear Table	1	\$ 539.55	\$ 539.55
M162	Full-Size Cot	14	\$ 80.71	\$ 1,129.94
M175	Cot Cart 15	1	\$ 367.25	\$ 367.25
A811	Classroom Activity Table 30"x48" Adjustable Leg for Table, Medium, 4pack	2	\$ 258.44	\$ 516.88
A815	Classroom Nursery Table 30"x30" Adjustable Leg for Table, Medium, 4pack	1	\$ 194.96	\$ 194.96
J710	Woodcrest Chair 10"	16	\$ 88.87	\$ 1,421.92
J432	Teacher Chair, 12"	2	\$ 188.61	\$ 377.22
A631	Large Clear Table	1	\$ 539.55	\$ 539.55



PROPOSAL

PROPOSAL NUMBER	21423-0
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PROJECT NAME	SHAKER PLACE - DAYCARE FURN
SALESPERSON	NATE MORALES
PAGE	6 Page Proposal

BILLING ADDRESS		SHIPPING ADDRESS	
Albany County Department Of General Services 112 State Street Albany, NY 12207		Shaker Place Rehabilitation & Nursing Center – New Child Daycare Center 100 Heritage Lane Albany, NY 12111	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
N/A	21423-0	QUOTE	Net 30

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
F684	Tote Shelf 4' x 24" Clear Deep Totes Clear Shallow Totes	1	\$ 648.36	\$ 648.36
M162	Full-Size Cot	16	\$ 80.71	\$ 1,291.36
M172	Full-Size Cot Dolly	1	\$ 98.84	\$ 98.84
L310	Model 2 Starter Kit Neutral Connectors for L310	1	\$ 4,747.10	\$ 4,747.10
J900	Community Glider, Blue	1	\$ 671.03	\$ 671.03
J651	Child's Sofa, Blue	1	\$ 457.93	\$ 457.93
F775	Library Rack	1	\$ 285.64	\$ 285.64
F784	Translucent Wave Panel 24" to 32"	1	\$ 170.48	\$ 170.48
F628	Translucent Back Inside Sweep Shelf 24"	1	\$ 362.72	\$ 362.72
F753	Roomscapes Post 24"	1	\$ 23.58	\$ 23.58
F754	Roomscapes Post 32"	1	\$ 26.30	\$ 26.30
C705	Dress-up Unit	1	\$ 566.75	\$ 566.75
C233	Round Woodcrest Table 18" and Two Chairs 10"	1	\$ 426.20	\$ 426.20
F673	Corner Shelf 24"	1	\$ 199.50	\$ 199.50
C370	Woodcrest Play House Set (set of four)	1	\$ 1,278.59	\$ 1,278.59
F643	Fixed Shelf 4' x 24"	2	\$ 476.07	\$ 952.14
G461	Quarter School Set Unit Blocks	1	\$ 607.56	\$ 607.56
F753	Roomscapes Post 24"	4	\$ 23.58	\$ 94.32
F751	Filler Customer Service	2	\$ 4.53	\$ 9.06
F673	Corner Shelf 24"	1	\$ 199.50	\$ 199.50
H577	Supply Unit 3 w/ totes or baskets Clear Deep Totes	1	\$ 997.48	\$ 997.48
H500	Mini Art Island	1	\$ 643.83	\$ 643.83
H870	MyPlace	1	\$ 929.47	\$ 929.47
A801	Classroom Work Table 30"x60" Adjustable Leg for Table, Medium, 4pack	2	\$ 285.64	\$ 571.28
J712	Woodcrest Chair 12"	16	\$ 111.54	\$ 1,784.64
J432	Teacher Chair, 12"	1	\$ 188.61	\$ 188.61
J716	Woodcrest Chair 16"	1	\$ 176.83	\$ 176.83
H500	Mini Art Island	1	\$ 643.83	\$ 643.83
H574	Creative Unit 4 w/ totes or baskets Clear Deep Totes	1	\$ 1,033.75	\$ 1,033.75



PROPOSAL

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Albany County Department Of General Services 112 State Street Albany, NY 12207		Shaker Place Rehabilitation & Nursing Center – New Child Daycare Center 100 Heritage Lane Albany, NY 12111	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
N/A	21423-0	QUOTE	Net 30

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
F875	Display Unit 3' w/ Totes or Baskets Clear Deep Totes	1	\$ 734.51	\$ 734.51
L310	Model 2 Starter Kit Neutral Connectors for L310	1	\$ 4,747.10	\$ 4,747.10
J641	Child's Armchair, Blue	1	\$ 371.79	\$ 371.79
J651	Child's Sofa, Blue	1	\$ 457.93	\$ 457.93
F775	Library Rack	1	\$ 285.64	\$ 285.64
F903	Rice Grass Wave Panel 24" to 32"	1	\$ 485.14	\$ 485.14
F904	Radius Panel 24"	1	\$ 194.86	\$ 194.86
F621	Adjustable Shelf 2' x 24"	1	\$ 303.78	\$ 303.78
F753	Roomscapes Post 24"	2	\$ 23.58	\$ 47.16
F754	Roomscapes Post 32"	1	\$ 26.30	\$ 26.30
J900	Community Glider, Blue	1	\$ 671.03	\$ 671.03
H870	MyPlace	1	\$ 929.47	\$ 929.47
M162	Full-Size Cot	16	\$ 80.71	\$ 80.71
M172	Full-Size Cot Dolly	1	\$ 98.94	\$ 98.94
A631	Large Clear Table	1	\$ 539.55	\$ 539.55
F687	Tote Shelf 4' x 32" Clear Deep Totes Clear Shallow Totes	1	\$ 825.19	\$ 825.19
C360	Woodcrest Kitchen (set of four)	1	\$ 1,278.59	\$ 1,278.59
F628	Translucent Back Inside Sweep Shelf 24"	1	\$ 362.72	\$ 362.72
F625	Translucent Back Sweep Shelf 24"	1	\$ 344.58	\$ 344.58
F753	Roomscapes Post 24"	2	\$ 23.58	\$ 23.58
F751	Filler	1	\$ 4.53	\$ 4.53
C233	Round Woodcrest Table 18" and Two Chairs 10"	1	\$ 426.20	\$ 426.20
F643	Fixed Shelf 4' x 24"	2	\$ 476.07	\$ 476.07
G461	Quarter School Set Unit Blocks	1	\$ 607.56	\$ 607.56
	Pricing per New York State Contract #: PC68301			
	INSIDE DELIVERY			\$ 6,507.71



PROPOSAL

PROPOSAL NUMBER	21423-0
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CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
N/A	21423-0	QUOTE	Net 30

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
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Terms: Upon Receipt. No merchandise may be returned for credit without our consent. FM Office Products has the right to retain security interest in the above merchandise to secure the payment of the purchase price (including interest, collection, and attorney's fees).

Accepted By: _____

SUB-TOTAL	\$ 56,567.01
TAX	
TOTAL	\$ 56,567.01

Albany County Request for Contract Approval

Contract #	2023-900
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	SC) State Contract
Department	NH6020 - Residential Health Care Facility
Date Submitted	Wednesday, March 01, 2023
Contact Person	Slatky, Larry
Contact Phone	1 (518) 213-8940
Vendor Info	Johnson Controls Fire Protection, LP 310 Hurricane Lane, Williston, Vermont 05495
Estimated Amount	\$40,900.00
Estimated Term	2/1/2023 to 1/31/2025
Scope of Services	Johnson Controls Fire Protection will be providing fire protection services that include the semi-annual and annual inspections of pull stations, smoke detectors, panel boxes and all related fire equipment protection systems and software.
Budget Line Item	NH6020 - 44070 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Andrew Joyce
Chairman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Larry Slatky
Executive Director,
Shaker Place Rehabilitation and Nursing Center.

DATE: March 1, 2023

SUBJECT: Johnson Controls

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into an agreement with Johnson Controls Fire Protection, LP for a period of twenty-four (24) months at a cost not to exceed \$40,900.00. Johnson Controls is a New York State Contract Company, #PT68816 and has been our fire protection service company for over a decade without any service issues.

We respectfully request approval of this contract.



PSA Renewal_Shaker Place Rehabilitation and Nursing Center_109514_February_2023_

Planned Service Agreement



Johnson Controls Fire Protection LP
310 Hurricane Lane
Williston VT05495
United States of America

Proposal Presented On:
01-25-2023

The Power behind your mission





SERVICE SOLUTION

Customer #: 109514
Albany County Nursing Home
Date: 25-Jan-23
Proposal #: CPQ-355797
Term: 1-Feb-23 to 31-Jan-25
External Contract #: 405627 R02-SEP-2022
Subscription ERP #:

Billing Customer:
Shaker Place Rehabilitation and Nursing Center
780 Albany Shaker Rd
Clock Equipment
ALBANY, NY 12211-1055

Service Location:
Albany County Nursing Home
780 Albany Shaker Rd, Clock Equipment
Albany, NY 12211-1058

Johnson Controls Fire Protection LP
Sales Representative:
Heather Clark
310 Hurricane Lane
Williston VT 05495
heather.leigh.clark@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-SIMPLEX 4100U

SIMPLEX PROG 4100U SYSTEM

Est. First Inspection: July

FIRE ALARM EXPERT SERVICE OFFER Total: \$19,567.68

Total Price with Sales Tax \$21,133.09

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm
Albany County Nursing Home	780 Albany Shaker Rd,Clock Equipment	Albany	NY	12211-1058	\$19,567.68

FIRE ALARM EXPERT SERVICE OFFER

SYSTEM-FA-SIMPLEX 4100U

FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:

The Expert Plan covers inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Includes general service labor Monday through Friday 8am-5pm. Includes battery replacement of listed batteries every 3 years per manufactures' recommendation. Excludes additional battery replacement. Replacement of the entire fire alarm panel, faulty wiring and/or ground faults are not covered .

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found will be noted

Inspection documentation provided to Customer (note: Certain additional services may be required by the Authority Having Jurisdiction. Internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Smoke Detector Cleaning Up To

SYSTEM-FA-SIMPLEX 4100U

DETECTOR CLEANING SMOKE DETECTORS:

Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings. Inspector will determine the actual devices to be cleaned based on visual inspection or panel readings.

Smoke Detector Sensitivity Testing

SYSTEM-FA-SIMPLEX 4100U

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Ex cludes duct smoke detectors.



SERVICE SOLUTION

Customer Portal (Basic)

SYSTEM-FA-SIMPLEX 4100U

Basic Customer Portal functionality will be provided.

Remote Service Support

SYSTEM-FA-SIMPLEX 4100U

Remote Service Support package includes telephone support Monday through Friday, 8:00 am ET to 8:00 pm ET. Our technical support specialists have extensive experience to help troubleshoot problems with Fire Alarm Systems, Connected Sprinkler Systems and Security Systems including CCTV and access control. Common scenarios include timer test issues, clear/reset trouble conditions or add/delete user codes. Our technicians' focus on resolution will help ensure your service levels are successfully met while at the same time reducing the required on-site technical assistance. To reach one of our support specialists, please dial 800-746-7539.

The RSS team cannot help with the disqualifying conditions such as reconnecting or adding devices, damaged wiring, damaged equipment, or remounting devices.

Panel Battery Replacement and Disposal Large (50-110AH)

SYSTEM-FA-SIMPLEX 4100U

Batteries will be removed, replaced and disposed of in an environmentally friendly manner



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Albany County Nursing Home** and is effective **1-Feb-23** (the "Effective Date") to **31-Jan-25** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Semi-Annual In Advance

Initials

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$19,567.68 - **Proposal #:** CPQ-355797

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	02/01/2023 - 01/31/2024	\$19,567.68
2	02/01/2024 - 01/31/2025	\$21,328.77

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forthcoming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐

NO: This signed contract satisfies requirement

☐

YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail:

☐

YES: E-mail address to be used: _____

☐

NO: Please submit invoices via mail

☐

NO: Please submit invoices via _____



SERVICE SOLUTION

Albany County Nursing Home	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: 
Print Name: _____	Print Name: <u>Heather L CLark</u>
Title: _____	Title: <u>Customer Care Representative</u>
Phone #: _____	Phone #: <u>802-318-0745</u>
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: <u>Dec 2023</u>

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no

guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBsolescence OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT

DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other

commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions."

Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's

Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 20 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at https://www.johnsoncontrols.com/buildings/legal/digital/general_tos.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be

responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. **COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees

that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW**

THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NONTRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM

SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACKUP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party.

COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms

herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's thenapplicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United

States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature.

Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Albany County Request for Contract Approval

Contract #	2023-920
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A4010 - Health
Date Submitted	Friday, March 03, 2023
Contact Person	Morin, Maegan
Contact Phone	1 (518) 447-4587
Vendor Info	Cornell Cooperative Extension 24 Martin Road, Voorheesville, New York 12186
Estimated Amount	\$45,000.00
Estimated Term	7/1/2022 to 6/30/2027
Scope of Services	\$9,000 per year, \$45,000 total. The Health Department will be contracting with Cornell Cooperative Extension of Albany County to continue to plan, develop and implement a Radon Education & Action Project(REAP)in Albany County. REAP is a performance based radon outreach education project with a special emphasis on lowering risks from indoor radon exposure.
Budget Line Item	AA4010 - 44046 - - -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
County Executive

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

MARIBETH MILLER, BSN, MS
Deputy Commissioner of Health

RANSOM E. MOORE III
Assistant Commissioner of Finance and
Administration

MEMORANDUM

TO: Honorable Daniel P. McCoy, County Executive
Honorable Bruce A. Hidley, County Clerk
Honorable Andrew Joyce, Chairman, County Legislature

FROM: Elizabeth F. Whalen MD, MPH, Commissioner of Health

DATE: March 6, 2023

RE: Agreement between ACDOH and Cornell Cooperative Extension for Radon Education & Action Project (REAP)

Albany County DOH is requesting to renew our contract with Cornell Cooperative Extension (CCE) to continue to plan, develop and implement a Radon Education & Action Project (REAP).

REAP is a performance based radon outreach education project with a special emphasis on lowering risks from indoor radon exposure. In previous years we have entered an agreement with CCE for similar services. We would like to offer CCE \$45,000 over five years, \$9,000 per year, to support the program. The \$45,000 will come from the Indoor Radon Grant Program that ACDOH has accepted from New York State Department of Health, Bureau of Environmental Radiation Protection.

If you have any questions or are in need of additional information, please do not hesitate to contact me directly at 447-4695.

Thank you for your consideration of this request.



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.

RESOLUTION NO. 484

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE
DEPARTMENT OF HEALTH REGARDING THE INDOOR RADON GRANT
PROGRAM**

Introduced: 12/5/22

By Health Committee and Mr. Miller:

WHEREAS, The Commissioner of Health has requested authorization to enter into an agreement with the New York State Department of Health, Bureau of Environmental Radiation Protection regarding the Indoor Radon Grant Program in an amount of \$50,000 for the term commencing July 1, 2022 and ending June 30, 2027, and

WHEREAS, The Commissioner indicated this funding will continue to support educational programs and home visits to inspect and test radon levels and indoor air quality, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Department of Health, Bureau of Environmental Radiation Protection regarding the Indoor Radon Grant Program in an amount of \$50,000 for the term commencing July 1, 2022 and ending June 30, 2027, and, be it further

RESOLVED, That the Albany County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 12/5/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 5th day of December, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 6th day of December, 2022.

A handwritten signature in cursive script, reading "Nicole Chamberlain", written over a horizontal line.

Clerk, Albany County Legislature

AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND
CORNELL COOPERATIVE EXTENSION ASSOCIATION OF ALBANY COUNTY

Contract No. 3464 of 2017

This is an agreement by and between the County of Albany (hereinafter referred to as the "County"), a municipal corporation, acting on behalf of the Albany County Department of Health (hereinafter referred to as "Health"), with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207, and Cornell Cooperative Extension Association of Albany County with its principal place of business located at 24 Martin Road, Voorheesville, New York 12186 (hereinafter referred to as the "Consultant" County Health and Consultant each individually may be referred to as the "Party" or together as the "Parties".

WITNESSETH

WHEREAS, the Albany County Department of Health requires radon outreach activities relative to the radon awareness education program; and

WHEREAS, Consultant has the requisite skills and ability to provide the services required by Health; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Consultant via **Resolution 43 of 2017**, and;

WHEREAS, this Agreement sets out the relationship between the Parties concerning that Agreement,

NOW, THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. SERVICES TO BE PERFORMED BY THE CONSULTANT

Consultant shall provide services as set forth in attached Schedule "B" under advisement of a designee of Health in accordance with the Agreement between the Albany County Department of Health and the NYS Department of Health under NYS Indoor Radon Grant authorized by NYS Comptroller Contract Number DOH1-C30731GG-3450000 and Albany County Resolution No. 43 of 2017.

ARTICLE 2. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 3. EXTRA WORK

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide additional compensation to Consultant on a negotiated basis for work authorized by Health and performed.

ARTICLE 4. COOPERATION

The Consultant shall cooperate with each other, their respective employees, agents, and officers to the end that the services described here may proceed expeditiously and economically.

ARTICLE 5. FEES

In consideration of the terms and obligations contained in this Agreement, the County agrees to pay and the Consultant agrees to accept an amount not to exceed FIFTY SEVEN THOUSAND, EIGHT HUNDRED AND 00/100 (\$57,800.00) DOLLARS as full compensation for all services rendered under this agreement, payable as shall be determined by the Parties.

ARTICLE 6. PAYMENT

Payment shall be made after Consultant has submitted an Albany County claim form, approved by Health, detailing services rendered, including dates and type of services, to the Commissioner of Health's designee at the Health Department.

ARTICLE 7. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Consultant. The records shall clearly identify the costs of the work performed. The records shall be subject to periodic and final audit by the County upon reasonable request and shall be accessible to the County and authorized State and/or Federal personnel for a period of six (6) years following the date of final payment or the termination of this Agreement.

ARTICLE 8. ASSIGNMENT

Pursuant to Section. 109 of the NYS General Municipal Law, that the Consultant is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of the Consultant's right, title or interest therein, without prior written consent of Health.

ARTICLE 9. OWNERSHIP OF MATERIALS

All records, forms, reports, statistics and materials created, purchased or maintained by Consultant shall be and remain property of Health, subject to all pertinent confidentiality provisions of law and regulation.

ARTICLE 10. RELATIONSHIP

The Consultant is, and will function as, an independent Consultant under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose, and the employees and representatives of the Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 11. INDEMNIFICATION

The Parties shall defend, indemnify, and save harmless the County, County employees, and County agents, from and against all claims, damages, losses, and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent act or intentional act or omission of the indemnifying Party, or its agents or employees, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

ARTICLE 12. INSURANCE

The Consultant agrees to procure and maintain without additional expense to the County, until final acceptance by the County, of the service covered by this Agreement, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto and made a part hereof. Before commencing work, the Consultant shall furnish to the County, a certificate(s) showing that the requirements of this Article are met. Said certificate(s) shall provide that the insurance policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the Consultant shall name the County of Albany as an additional insured on all certificates.

ARTICLE 13. NON-APPROPRIATIONS

This Agreement is executory only to the extent of the money received by the County of Albany for purposes of this Agreement, if any and no liability on account of this Agreement shall be incurred by Health or the County beyond the funds available to the County of Albany for such purposes.

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event that no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment of this Agreement. Health will immediately notify the Consultant of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor its subcontractors shall, by reason of race, creed, color,

national origin, age sex, sexual orientation or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE 15. CONFIDENTIALITY

Consultant shall maintain the confidentiality of all patient information and any information regarding Health which could be considered confidential or proprietary. This excludes records and information relative to the reporting of patient abuse required by law. Further, to the extent it may be applicable, the Consultant agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE 16. TERM AND TERMINATION OF AGREEMENT

The term of this Agreement shall commence on July 1, 2015 and will continue in effect through June 30, 2020. Either Party shall have the right at any time to terminate the work under this Agreement, without cause, upon thirty (30) days prior written notice of termination. In the event of termination, Consultant shall be entitled to compensation for all services authorized and performed.

ARTICLE 17. INVALID PROVISIONS

If any terms or provisions of this Agreement shall be held, by a court of competent jurisdiction, to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms and provisions.

ARTICLE 18. LICENSES

Consultant, its employees and agents, if any, shall at all times obtain and maintain all licenses and certifications required by New York State or other relevant regulating authority to perform the services required under this Agreement, if any.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the Parties.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of New York.

ARTICLE 21. NOTICE

All notices and documents required to be given or made pursuant to this Agreement shall be given or made by certified mail/return receipt by the Parties.

Consultant
Cornell Cooperative Extension
24 Martin Road
Voorheesville, New York 12186

County of Albany
Commissioner of Health
Albany County Health Dept.
175 Green Street
Albany New York 12202

ARTICLE 22. AUDITS

The County shall have the right to perform both "pre" and "post" audits of Consultant's records relating to Consultant's billings under this Agreement. Consultant's records shall be available for inspection at such places and times as may be agreed between the Parties. Consultant shall retain all financial records pertaining to this Agreement for a period of six (6) years after Consultant's complete performance.

ARTICLE 23. MACBRIDE PRINCIPLES

The Consultant hereby represents that said Consultant is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said Consultant either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of the stipulation, the County reserves all rights to take remedial measures as authorized under Section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 24. LABOR UNREST

In accordance with Resolution No. 298 for 1986, Consultant shall not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workers employed Consultant or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 25. REMEDY FOR BREACH

In the event of a breach by Consultant, the Consultant shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by

the County to procure a substitute Consultant to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute Consultant.

ARTICLE 26. ENTIRE AGREEMENT

This Agreement represents the sole and entire contract between the Parties and shall supersede any and all other agreements. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no effect on this Agreement, and that neither Party has relied on such prior statements or representation in connection with this Agreement.

ARTICLE 27. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that the Consultant is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that the Consultant has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 28. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County thirty (30) days written notice in advance of such an event.

ARTICLE 29. PRIVACY OF PERSONAL HEALTH INFORMATION (HIPAA)

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 160.103), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 160.103) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 160.103) or as Required By Law (as defined in 45 CFR § 164.103). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth in Appendix "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first below written.

COUNTY OF ALBANY

Dated: 4/7/17

By: 

Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone
Deputy County Executive

CORNELL COOPERATIVE EXTENSION ASSOCIATION OF ALBANY COUNTY

By: 
Kevin Millington, President
Board of Directors

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

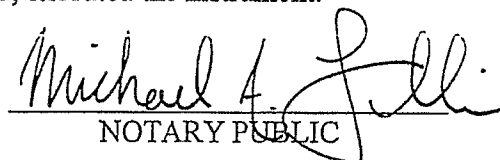
On the ____ day _____, 2017, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 7 day April, 2017, before me, the undersigned, personally appeared Philip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2019


NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 21st day April, 2017, before me, the undersigned, personally appeared Kevin Millington personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

GALE E. KOHLER
Notary Public, State of New York
No. 01KO6123768
Qualified in Albany County
Commission Expires March 14, 2021

Gale E. Kohler
NOTARY PUBLIC

)

SCHEDULE "A"

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided as follows:

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: Coverage with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance, or use of any automobiles, and coverage with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.
3. General Liability Insurance: Including comprehensive form, contractual, premises/complete operations, and broad form property insurance coverage with limits of not less than:

Liability for	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

Schedule B
Scope of Services

Albany County Request for Contract Approval

Contract #	2023-919
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A6070 - Preventative Assistance Program
Date Submitted	Friday, March 03, 2023
Contact Person	DeAngelis, Joe
Contact Phone	() -518
Vendor Info	Lifefone 16 Yellowstone Avenue, White Plains, NY 10607
Estimated Amount	\$75,000.00
Estimated Term	4/1/2023 to 12/31/2023
Scope of Services	The provider will install and maintain electronic communication equipment in the home of frail, elderly or disabled DSS clients. The equipment is designed to signal a monitoring agency for help when activated by the individual. NOTE: the provider with share the \$75,000 previously approved under contract 2022-593.
Budget Line Item	AA6070 - 44425 - - -
Fiscal Impact	County: 40.00% State: 60.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

March 6, 2023

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chair of the Legislature
Hon. Bruce A. Hidley, County Clerk
112 State St.
Albany, NY 12207

Dear Sirs,

Authorization is requested to contract with Lifefone for Personal Emergency Response System (PERS) materials and services. The provider will deliver electronic communication equipment to the homes of frail, elderly or disabled persons, install it and maintain it. The equipment is designed to provide a signal to the monitoring agency for help when activated by the individual.

Pursuant to contract #2022-593 authorization was granted to contract with Trinity Health Alert for "Personal Emergency Response System" (PERS) materials and services, which are mandated as per SSL Section 505.33 of Title 18. Subsequently DSS has identified another provider, Lifefone, who are willing and able to contract with Social Services. Their rates are lower than our current provider and our clients will have a choice who they contract with pending this approval. No additional funding is requested as both providers will share the \$75,000 which was previously requested for Trinity under contract #2022-593.

Having access to this service allows the participant to be maintained in their own home more safely, thus reducing the immediate need of the potential placement in a facility. The safety and well being of the frail elderly and handicapped adults participating in this program is better assured even though they may be geographically or physically isolated.

Pursuant to contract #2022-593 authorization was granted to contract with Trinity Health Alert for “Personal Emergency Response System” (PERS) materials and services, which are mandated as per SSL Section 505.33 of Title 18. Subsequently DSS has identified another provider, Lifefone, who are willing and able to contract with Social Services.

Their rates are lower than our current provider and our clients will have a choice who they contract with pending this approval. No additional funding is requested as both providers will share the \$75,000 which was previously requested for Trinity under contract #2022-593.

The provider will deliver electronic communication equipment to the home of each frail, elderly or disabled person, install it and maintain it. The equipment is designed to provide a signal to the monitoring agency for help when activated by the individual or after a period of time if a mechanism has not been reset to alert the contractor when an emergency situation requires attention.

In order to be eligible for PERS services, clients must be assessed by an Albany County Department of Social Service (DSS) Adult Services caseworker who will determine if the use of the PERS services would enhance the plan of care; the client can then choose a provider from the agencies that have a contract with the County. The caseworker contacts the provider of client choice and makes a referral for the installation of the PERS equipment and subsequently an appointment is made with the client for the installation process through the Provider.

Having access to these services allows the participant to be maintained in their own home more safely, thus reducing the immediate need of the potential placement in a nursing facility. The safety and wellbeing of the frail elderly and handicapped adults participating in this program is better assured even though they may be geographically or physically isolated. Contracts are awarded absent an RFP as the department maintains contracts with all willing and qualified providers seeking to offer these services to our clients.

PERS RATE COMPARISON

<u>AGENCY</u>	<u>Installation</u>	<u>Monthly fee</u>	<u>GPS</u>
Trinity Health Alert 433 River St., Suite 3000 Troy, NY 12180	\$50	\$31	\$38
LIFEFONE 16 Yellowstone Avenue White Plains, NY 10607-1324	\$40	\$24	\$37

Albany County Request for Contract Approval

Contract #	2023-879
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A6119 - Children, Youth & Families
Date Submitted	Thursday, February 16, 2023
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	Trinity Alliance of The Capital Region, Inc. 15 Trinity Place, Albany, NY 12202
Estimated Amount	\$32,900.00
Estimated Term	1/1/2022 to 12/31/2022
Scope of Services	2022 Youth Bureau Program intended to support youth development programs and runaway and homeless youth services. Funds are intended to be distributed to community-based organizations within Albany County for the purpose of reimbursement of expenses directly related to program operation and service delivery.
Budget Line Item	AA6119 - 44406 - - -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

GAIL GEOHAGEN-PRATT
COMMISSIONER

MOIRA E. MANNING
DEPUTY COMMISSIONER

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request ID# 879 for Trinity Alliance of the Capital Region

DATE: March 3, 2023

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for Trinity Alliance of the Capital Region to provide a Transitional Independent Living Program for homeless youth ages 16-20. The requested contract term is for January 1, 2022 – December 31, 2022, for the amount not to exceed \$32,900.

Please call me at 447-7306 if you have any questions.

Enclosure

**The Department for Children, Youth and Families
Justification for Contract Authorization with Trinity Alliance of the
Capital Region, Inc. for the provision of
Youth Bureau Services.**

Dear Messrs. McCoy, Joyce, Hidley:

New York State has designated Albany County DCYF- Youth Bureau as the local youth bureau with responsibility for "planning, coordinating and supplementing the activities of public, private or religious organizations devoted in whole or part to the well-being and protection of youth".

Funding from the New York State Office of Children and Family Services to Albany County DCYF Youth Bureau are intended to support youth development programs and runaway and homeless youth services. Funds are distributed to community-based organizations within Albany County for the purpose of reimbursement of expenses directly related to program operation and service delivery.

Programs funded by ACDCYF at Trinity Alliance include:

Trinity & Arbor Hill C.A.R.E.	\$15,900.00
Trinity Alliance Jail Transition	\$13,500.00
Trinity Alliance Target Anger Management	<u>\$ 3,500.00</u>
	\$32,900.00

The Department respectfully requests approval of a contract with Trinity Alliance of the Capital Region, Inc. for the provision of these Youth Bureau Services.



Office of Children and Family Services

KATHY HOCHUL
Governor

SUZANNE MILES-GUSTAVE, ESQ.
Acting Commissioner

January 18, 2023

Daniel P. McCoy
Albany County Executive
112 State Street
Albany, NY 12207

Dear Mr. Daniel P. McCoy:

The Office of Children and Family Services (OCFS) has received Albany County's Resource Allocation Plan (RAP) and Youth Bureau Narrative(s) for 2022. The RAP, submitted through the Quality Youth Development System (QYDS), includes applications requesting State aid in the amount of \$402,933.00.

While your Narrative(s) and RAP have been approved, internal reviews, fiscal audits and adjustments to State aid may ultimately result in a change in the approved State aid amount. Should that occur, the County will be notified in writing of the specific adjustment, the reason therefore, and the revised State aid amount.

If there is a balance in State aid, the County may submit amendments to the RAP during the year. Any request for an amendment for a new program, or for expansion of an existing program, must be submitted to OCFS staff for review at ocfs.sm.YouthBureau@ocfs.ny.gov and approval must be granted prior to any expenditure pursuant to the proposed agreement.

Upon receipt of acceptable claims, the County will be reimbursed for each program listed in the program summary, subject to the terms of the RAP. All submitted claim documents must include the QYDS ID number, which replaces the Program Code used previously.

Please be aware relevant appropriation language requires that OCFS must receive **Youth Development Program (YDP)** claims no later than twelve (12) months after the end of the calendar year during which the expenditures were made.

Runaway and Homeless Youth (RHYA) claims must be submitted no later than twelve (12) months after the end of the calendar quarter in which the claimed services were delivered.

Youth Sports Education Opportunity Funding (YSEF)- the first year of funding will be for programs operating from January 1, 2022, through December 31, 2022. Claims for this period are due by June 30, 2023.

If you have questions, please connect with Cynthia L. Alvarez by email at Cynthia.Alvarez@ocfs.ny.gov or by phone at (212) 383-1824.

Sincerely,

Nina Aledort, Ph.D.
Deputy Commissioner

CC: Valerie Johnson, Executive Director

Albany County Request for Contract Approval

Contract #	2023-880
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A6119 - Children, Youth & Families
Date Submitted	Thursday, February 16, 2023
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	Equinox, Inc 500 Central Avenue, Albany, NY 12206
Estimated Amount	\$44,814.00
Estimated Term	1/1/2022 to 12/31/2022
Scope of Services	2022 Youth Bureau Program intended to support youth development programs and runaway and homeless youth services. Funds are intended to be distributed to community-based organizations within Albany County for the purpose of reimbursement of expenses directly related to program operation and service delivery.
Budget Line Item	AA6119 - 44406 - - -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date**For Contract Board Use:**

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

GAIL GEOHAGEN-PRATT
COMMISSIONER

MOIRA E. MANNING
DEPUTY COMMISSIONER

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request ID# 880 for Equinox Inc.

DATE: March 3, 2023

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for Equinox Inc. to provide a Transitional Independent Living Program for homeless youth ages 16-20. The requested contract term is for January 1, 2022 – December 31, 2022, for the amount not to exceed \$44,814.

Please call me at 447-7306 if you have any questions.

Enclosure

The Department for Children, Youth and Families
Justification for Contract Authorization for the provision of
Services to Runaway and Homeless Youths (RHYA).

Dear Messrs. McCoy, Joyce, Hidley:

The Department respectfully requests approval of contracts for the provision of either short or long-term shelter, or services to runaway and homeless youth.

New York State has designated Albany County DCYF- Youth Bureau as the local youth bureau with responsibility for "planning, coordinating and supplementing the activities of public, private or religious organizations devoted in whole or part to the well-being and protection of youth".

In keeping with the federal Runaway and Homeless Youth Act (RHYA) of 1978 and current New York State RHYA regulations, Albany County DCYF-Youth Bureau funds programs that are designed to protect runaway and homeless youth and, whenever possible, reunite them with their families. In cases where reunification is not possible, these programs are designed to help youth progress from crisis and transitional care to independent living. Program activities and experiences are designed to assist youth in becoming, healthy, caring, and responsible adults.

Programs are operated by NYS OCFS certified community based organizations who provide these types of services to runaway and homeless youth. These programs are as follows:

1.) Equinox Transitional Living - \$44,814.00

Independent living program - 100% state aid (NYS OCFS RHYA) to support independent living program for homeless youth ages 16-20

2.) St. Anne's Institute / Hubbard Hall Youth Shelter - \$41,820.00

Independent living program - 100% state aid (NYS OCFS RHYA) to support independent living program for homeless youth ages 16-20



Office of Children and Family Services

KATHY HOCHUL
Governor

SUZANNE MILES-GUSTAVE, ESQ.
Acting Commissioner

January 18, 2023

Daniel P. McCoy
Albany County Executive
112 State Street
Albany, NY 12207

Dear Mr. Daniel P. McCoy:

The Office of Children and Family Services (OCFS) has received Albany County's Resource Allocation Plan (RAP) and Youth Bureau Narrative(s) for 2022. The RAP, submitted through the Quality Youth Development System (QYDS), includes applications requesting State aid in the amount of \$402,933.00.

While your Narrative(s) and RAP have been approved, internal reviews, fiscal audits and adjustments to State aid may ultimately result in a change in the approved State aid amount. Should that occur, the County will be notified in writing of the specific adjustment, the reason therefore, and the revised State aid amount.

If there is a balance in State aid, the County may submit amendments to the RAP during the year. Any request for an amendment for a new program, or for expansion of an existing program, must be submitted to OCFS staff for review at ocfs.sm.YouthBureau@ocfs.ny.gov and approval must be granted prior to any expenditure pursuant to the proposed agreement.

Upon receipt of acceptable claims, the County will be reimbursed for each program listed in the program summary, subject to the terms of the RAP. All submitted claim documents must include the QYDS ID number, which replaces the Program Code used previously.

Please be aware relevant appropriation language requires that OCFS must receive **Youth Development Program (YDP)** claims no later than twelve (12) months after the end of the calendar year during which the expenditures were made.

Runaway and Homeless Youth (RHYA) claims must be submitted no later than twelve (12) months after the end of the calendar quarter in which the claimed services were delivered.

Youth Sports Education Opportunity Funding (YSEF)- the first year of funding will be for programs operating from January 1, 2022, through December 31, 2022. Claims for this period are due by June 30, 2023.

If you have questions, please connect with Cynthia L. Alvarez by email at Cynthia.Alvarez@ocfs.ny.gov or by phone at (212) 383-1824.

Sincerely,

Nina Aledort, Ph.D.
Deputy Commissioner

CC: Valerie Johnson, Executive Director

Albany County Request for Contract Approval

Contract #	2023-881
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A6119 - Children, Youth & Families
Date Submitted	Thursday, February 16, 2023
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	St Anne Institute 160 No. Main Avenue, Albany, NY 12206
Estimated Amount	\$41,820.00
Estimated Term	1/1/2022 to 12/31/2022
Scope of Services	2022 Youth Bureau Program intended to support youth development programs and runaway and homeless youth services. Funds are intended to be distributed to community-based organizations within Albany County for the purpose of reimbursement of expenses directly related to program operation and service delivery.
Budget Line Item	AA6119 - 44406 - - -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date**For Contract Board Use:**

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
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(518) 447-4820 - FAX (518) 447-5686

GAIL GEOHAGEN-PRATT
COMMISSIONER

MOIRA E. MANNING
DEPUTY COMMISSIONER

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request ID# 881 for St. Anne Institute

DATE: March 3, 2023

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for St. Anne Institute to provide a Transitional Independent Living Program for homeless youth ages 16-20. The requested contract term is for January 1, 2022 – December 31, 2022, for the amount not to exceed \$41,820.

Please call me at 447-7306 if you have any questions.

Enclosure

The Department for Children, Youth and Families
Justification for Contract Authorization for the provision of
Services to Runaway and Homeless Youths (RHYA).

Dear Messrs. McCoy, Joyce, Hidley:

The Department respectfully requests approval of contracts for the provision of either short or long-term shelter, or services to runaway and homeless youth.

New York State has designated Albany County DCYF- Youth Bureau as the local youth bureau with responsibility for "planning, coordinating and supplementing the activities of public, private or religious organizations devoted in whole or part to the well-being and protection of youth".

In keeping with the federal Runaway and Homeless Youth Act (RHYA) of 1978 and current New York State RHYA regulations, Albany County DCYF-Youth Bureau funds programs that are designed to protect runaway and homeless youth and, whenever possible, reunite them with their families. In cases where reunification is not possible, these programs are designed to help youth progress from crisis and transitional care to independent living. Program activities and experiences are designed to assist youth in becoming, healthy, caring, and responsible adults.

Programs are operated by NYS OCFS certified community based organizations who provide these types of services to runaway and homeless youth. These programs are as follows:

1.) Equinox Transitional Living - \$44,814.00

Independent living program - 100% state aid (NYS OCFS RHYA) to support independent living program for homeless youth ages 16-20

2.) St. Anne's Institute / Hubbard Hall Youth Shelter - \$41,820.00

Independent living program - 100% state aid (NYS OCFS RHYA) to suport independent living program for homeless youth ages 16-20



Office of Children and Family Services

KATHY HOCHUL
Governor

SUZANNE MILES-GUSTAVE, ESQ.
Acting Commissioner

January 18, 2023

Daniel P. McCoy
Albany County Executive
112 State Street
Albany, NY 12207

Dear Mr. Daniel P. McCoy:

The Office of Children and Family Services (OCFS) has received Albany County's Resource Allocation Plan (RAP) and Youth Bureau Narrative(s) for 2022. The RAP, submitted through the Quality Youth Development System (QYDS), includes applications requesting State aid in the amount of \$402,933.00.

While your Narrative(s) and RAP have been approved, internal reviews, fiscal audits and adjustments to State aid may ultimately result in a change in the approved State aid amount. Should that occur, the County will be notified in writing of the specific adjustment, the reason therefore, and the revised State aid amount.

If there is a balance in State aid, the County may submit amendments to the RAP during the year. Any request for an amendment for a new program, or for expansion of an existing program, must be submitted to OCFS staff for review at ocfs.sm.YouthBureau@ocfs.ny.gov and approval must be granted prior to any expenditure pursuant to the proposed agreement.

Upon receipt of acceptable claims, the County will be reimbursed for each program listed in the program summary, subject to the terms of the RAP. All submitted claim documents must include the QYDS ID number, which replaces the Program Code used previously.

Please be aware relevant appropriation language requires that OCFS must receive **Youth Development Program (YDP)** claims no later than twelve (12) months after the end of the calendar year during which the expenditures were made.

Runaway and Homeless Youth (RHYA) claims must be submitted no later than twelve (12) months after the end of the calendar quarter in which the claimed services were delivered.

Youth Sports Education Opportunity Funding (YSEF)- the first year of funding will be for programs operating from January 1, 2022, through December 31, 2022. Claims for this period are due by June 30, 2023.

If you have questions, please connect with Cynthia L. Alvarez by email at Cynthia.Alvarez@ocfs.ny.gov or by phone at (212) 383-1824.

Sincerely,

Nina Aledort, Ph.D.
Deputy Commissioner

CC: Valerie Johnson, Executive Director

Albany County Request for Contract Approval

Contract # 2023-888
Contract Type B) CAB Contract
Contract Action C) Renewal
Contract Action Type S) Sole Source (please attach sole source letter)
Department A2960 - Service for Physically Handicapped Children
Date Submitted Thursday, February 23, 2023
Contact Person McNelis, Scott
Contact Phone () -518
Vendor Info James McGuinness & Associates
1482 Erie Boulevard, Schenectady, NY 12305
Estimated Amount \$21,000.00
Estimated Term 4/1/2023 to 3/31/2024
Scope of Services Software and Support for Third Party Insurance Billing pertaining to the
Preschool/Related Services program.
Budget Line Item AA2960 - 44021 - - -
Fiscal Impact County: 100.00% State: 0.00% Federal: 0.00%
Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed? N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET * SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for James McGuinness & Associates

DATE: March 3, 2023

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program. The terms of the contracts are April 1, 2023 through March 31, 2024 for an amount not to exceed \$21,000.

Please call me at 447-7306 if you have any questions.

Enclosure

The Department for Children, Youth and Families

Justification for Contract Authorization with James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program.

The Department for Children, Youth and Families respectfully requests Contract Administration Board approval for Albany County to enter into a renewal of a contractual agreement with James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program. The terms of the contracts are April 1, 2023 through March 31, 2024 for an amount not to exceed \$21,000.

The Department has been using this proprietary Software Program for over ten years. New York State utilizes this program and the Contractor is considered a fiscal agent for New York State. The Contractor trains our Preschool/Related Services Providers to utilize the program. The Software tracks children and services and does Cost reporting for the County.

The program shows what has been denied by NYSED so that we can correct errors and maximize reimbursements. It is also the mechanism for developing the AVL (Automated Voucher Listings) which are the documents utilized by municipalities to process claims for preschool evaluations and services for reimbursement from NYSED.

Albany County Request for Contract Approval

Contract #	2023-913
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A2960 - Service for Physically Handicapped Children
Date Submitted	Friday, March 03, 2023
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	Equiliem Healthcare 25 Kennedy Blvd., East Brunswick, NJ 08816
Estimated Amount	\$50,000.00
Estimated Term	7/1/2022 to 8/31/2023
Scope of Services	Nurse needed on bus/vehicle to assure that a child in need of individual and continuous care participating in center-based sessions are transported safely and that the child's health needs are being met. The nursing services may include but are not limited to: catheterization, tube feeding and tracheotomy maintenance. Children approved for Special Education center-based programs, may require the same type of nursing services as listed above, during the transporting of the child to and from the center-based program on a vehicle that is contracted through Albany County.
Budget Line Item	AA2960 - 44046 - - -
Fiscal Impact	County: 40.50% State: 59.50% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET # SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request #913 for Equiliem Healthcare

DATE: March 3, 2023

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract renewal with Equiliem Healthcare for the Provision of Nursing Services for children with special needs. The requested contract term will be September 1, 2022 – August 31, 2023 in the amount not to exceed \$50,000.

Please call me at 447-7306 if you have any questions.

Enclosure

The Department for Children, Youth and Families

Justification for Contract Authorization with Equiliem Healthcare for the Provision of Nursing Services for Children with Special Needs

Dear Messrs. McCoy, Ward, Hidley:

The Department for Children, Youth and Families respectfully requests Contract Administration Board approval for Albany County to enter into a contractual agreement with Equiliem Healthcare for the Provision of Nursing Services for children with special needs. The requested contract term will be September 1, 2022- August 31, 2023 in the amount not to exceed \$50,000.

The Department issued a Request for Proposals for Nursing Services. RFP #2022-097 - NURSING SERVICES on August 4, 2022. Five proposers responded to the RFP.

It is the intention of Albany County to continue to contract with Proposers who can provide Nursing services to support children with special needs (ages three to five years) to meet their medical needs. Such services may be conducted by a Registered Nurse (RN) or a Licensed Practical Nurse (LPN) under the direction of an RN with pediatric experience. Services are to be provided in the child's educational setting in accordance with the needs and frequency indicated on the child's Individualized Education Plan (IEP). Children are approved by the Committee on Preschool Special Education (CPSE) for skilled nursing in order for the child to successfully access their educational setting. The nursing services may include but are not limited to: catheterization, tube feeding and tracheotomy maintenance. Children approved for Special Education center-based programs, may require the same type of nursing services as listed above, during the transporting of the child to and from the center-based program on a vehicle that is contracted through Albany County.

Although services haven't been needed the last few years, the Department is seeking to continue to contract with a provider to ensure that when such mandated service is required by a child that there is availability of such service immediately and that there is the availability of service choice by families.

The Department now desires to enter into an Agreement with Equiliem Healthcare under RFP #2022-097- NURSING SERVICES.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Moira Manning
Commissioner, Department for Children, Youth & Families

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 28, 2023

RE: RFP # 2022-097, Nursing Services

I am in receipt of your recommendation to award the aforementioned to Equiliem Healthcare Healthcare in the amount not to exceed \$50,000.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Equiliem Healthcare.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.

Albany County Request for Contract Approval

Contract #	2023-914
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A2960 - Service for Physically Handicapped Children
Date Submitted	Friday, March 03, 2023
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	ProLink Healthcare 10700 Montgomery Road , Cincinnati, OH 45242
Estimated Amount	\$50,000.00
Estimated Term	9/1/2022 to 8/31/2023
Scope of Services	Nurse needed on bus/vehicle to assure that a child in need of individual and continuous care participating in center-based sessions are transported safely and that the child's health needs are being met. The nursing services may include but are not limited to: catheterization, tube feeding and tracheotomy maintenance. Children approved for Special Education center-based programs, may require the same type of nursing services as listed above, during the transporting of the child to and from the center-based program on a vehicle that is contracted through Albany County.
Budget Line Item	AA2960 - 44046 - - -
Fiscal Impact	County: 40.50% State: 59.50% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET & SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request #914 for ProLink Healthcare

DATE: March 3, 2023

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract renewal with ProLink Healthcare for the Provision of Nursing Services for children with special needs. The requested contract term will be September 1, 2022 – August 31, 2023 in the amount not to exceed \$50,000.

Please call me at 447-7306 if you have any questions.

Enclosure

The Department for Children, Youth and Families

Justification for Contract Authorization with ProLink Staffing Services for the Provision of Nursing Services for Children with Special Needs

Dear Messrs. McCoy, Ward, Hidley:

The Department for Children, Youth and Families respectfully requests Contract Administration Board approval for Albany County to enter into a contractual agreement with ProLink Staffing Services for the Provision of Nursing Services for children with special needs. The requested contract term will be September 1, 2022- August 31, 2023 in the amount not to exceed \$50,000.

The Department issued a Request for Proposals for Nursing Services. RFP #2022-097 - NURSING SERVICES on August 4, 2022. Five proposers responded to the RFP.

It is the intention of Albany County to continue to contract with Proposers who can provide Nursing services to support children with special needs (ages three to five years) to meet their medical needs. Such services may be conducted by a Registered Nurse (RN) or a Licensed Practical Nurse (LPN) under the direction of an RN with pediatric experience. Services are to be provided in the child's educational setting in accordance with the needs and frequency indicated on the child's Individualized Education Plan (IEP). Children are approved by the Committee on Preschool Special Education (CPSE) for skilled nursing in order for the child to successfully access their educational setting. The nursing services may include but are not limited to: catheterization, tube feeding and tracheotomy maintenance. Children approved for Special Education center-based programs, may require the same type of nursing services as listed above, during the transporting of the child to and from the center-based program on a vehicle that is contracted through Albany County.

Although services haven't been needed the last few years, the Department is seeking to continue to contract with a provider to ensure that when such mandated service is required by a child that there is availability of such service immediately and that there is the availability of service choice by families.

The Department now desires to enter into an Agreement with ProLink Staffing Services under RFP #2022-097- NURSING SERVICES.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Moira Manning
Commissioner, Department for Children, Youth & Families

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 28, 2023

RE: RFP # 2022-097, Nursing Services

I am in receipt of your recommendation to award the aforementioned to Prolink Healthcare in the amount not to exceed \$50,000.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Prolink Healthcare.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.

Albany County Request for Contract Approval

Contract #	2023-882
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, February 21, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Titan Roofing, Inc. 200 Tapley Street, Springfield, MA 01104
Estimated Amount	\$99,000.00
Estimated Term	4/1/2023 to 3/31/2024
Scope of Services	Primary vender for emergency roof repair services
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 10.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 21, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to renew Labor Agreement 6234 of 2021 with Titan Roofing Inc. as the primary vender for emergency roof repair services with a not to exceed total of \$99,000.00

This will be the final renewal with a term of April 1, 2023 through March 31, 2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207**

**RE: BID #2021-023
TRADE LABOR AGREEMENTS**

Your bid award for Bid#2021-023 Trade Labor Agreements for Various Albany County Facilities, is due to expire on March 31, 2022 however, the original bid terms and conditions provided for an optional one year renewal period through March 31, 2024. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid percentages through March 31, 2024. Thank you for your prompt response.

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2021-023 AND WILL HOLD
AWARDED BID PRICES THROUGH March 31, 2024

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

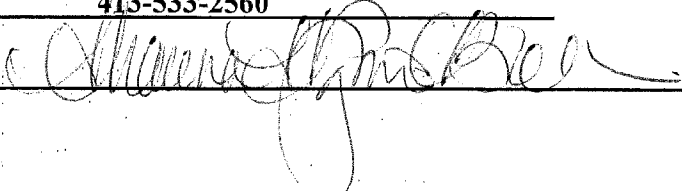
SUBMITTED BY:

VENDOR: Titan Roofing, Inc.

REPRESENTATIVE: Shawna Pazmino-Brook

TELEPHONE # 413-536-1624

FAX #: 413-533-2560

SIGNATURE: 

PLEASE RETURN THIS FORM VIA EMAIL
TO pamela.oneill@albanycountyny.gov

COUNTY OF ALBANY
RFB #2021-023 - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

FILE COPY
SUBMITTED
ON 2/18/21

PROJECT QUOTATION FORM

Note: Please fill in all information and send to the Purchasing Division for a P.O.

1. Department Requesting Contract: Albany County Purchasing
2. Requesting County Representative: Karen Storm
Date: 2/18/2021
(Printed)
3. Trade: Roofing
4. Contractor Name: Titan Roofing, Inc.
Address: 200 Tapley Street
Springfield, MA 01104
Telephone # 413-536-1624 Fax # 413-533-2560
Albany County Contract Number: 2021-023
5. Page 2 of this form must be included, complete and with Contractor's signature, before the Purchasing Agent will issue a P.O.
6. Total price to be paid. This must include ALL costs, including labor and materials
Price, complete per specifications: \$ SEE PAGE BP 3
7. Start date: 4/1/2021 Completion date: 6/30/2022

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. No goods or services included as a part of this form are to be supplied to the County prior to the receipt of a purchase order by the vendor. If you have any questions concerning this form, please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2021-023 - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted and a purchase order being issued by the Albany County Purchasing Department. This page **MUST** be completed and signed by the vendor prior to the County issuing a purchase order or allowing any work to be performed.

Labor

Number of Employees Working on Job (____)

70

Current Prevailing Wage (Wage + Benefits)	Markup %	#of Hours Per Employee
--	----------	------------------------

Grand Total for Labor \$ _____

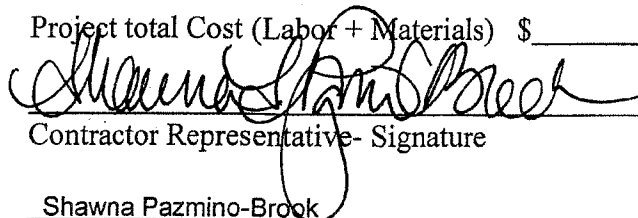
Materials

List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total
			20	

Grand Total for materials \$ _____

Project total Cost (Labor + Materials) \$ _____



Contractor Representative- Signature

Date February 18, 2021

Shawna Pazmino-Brook
Contractor Representative- Name (Printed)

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

NONE

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire
7. Communication concerning this Bid shall be addressed to:
- _____
Tony Pazmino
- _____
32 Railroad Ave.
- _____
Albany, NY 12205
- Phone: 518-235-1707 Fax: 518-235-1753
- E-mail: tpazmino@titanroofing.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements

Bid Number: 2021-023

COMPANY: Titan Roofing, Inc.

ADDRESS: 200 Tapley Street

CITY, STATE, ZIP: Springfield, MA 01104

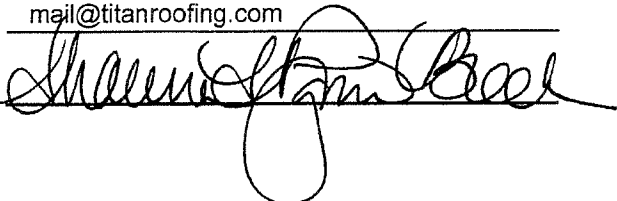
TEL. NO.: 413-536-1624

FAX NO.: 413-533-2560

FEDERAL TAX ID NO.: 04-2630303

REPRESENTATIVE: Shawna Pazmino-Brook, Treasurer

E-MAIL: mail@titanroofing.com

SIGNATURE AND TITLE 

DATE February 18, 2021

County of Albany
Request for Bids #2021-023
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	—	—	—
2	Electrical	—	—	—
3	Plumbing	—	—	—
4	HVAC	—	—	—
5	Roof Repairs	70	20	\$100
6	Masonry	—	—	—
7	Boiler Repairs	—	—	—
8	Painting	—	—	—

Bidder Name: Titan Roofing, Inc.

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

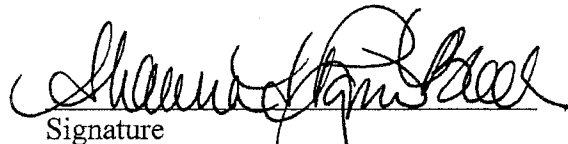
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation


Signature

Shawna Pazmino-Brook
Title

February 18, 2021
Date

Titan Roofing, Inc.
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

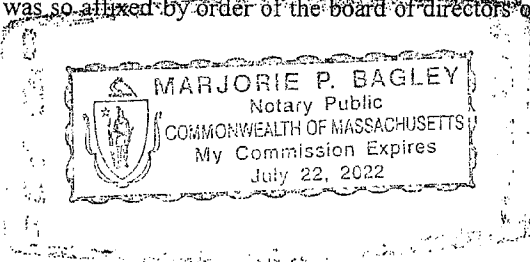
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF Massachusetts)
COUNTY OF Hampden) SS.:

On this 18th day of February, 20021, before me personally appeared Shawna Pazmino-Brook to me known, who, being by me sworn, did say that she resides at (give address) Northfield, MA; that she is the (give title) Treasurer of the (name of corporation) Titan Roofing, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Marjorie P. Bagley
Notary Public, State of Massachusetts

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Titan Roofing, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 04-2630303 b) DUNS # 079225900	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.titanroofing.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 200 Tapley Street, Springfield, MA 01104		7. TELEPHONE NUMBER 413-536-1624	8. FAX NUMBER 413-533-2560
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> 32 Railroad Avenue, Albany, NY 12205		10. TELEPHONE NUMBER 518-235-1707	11. FAX NUMBER 518-235-1753
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Shawna Pazmino-Brook Title Treasurer Telephone Number 413-536-1624 Fax Number 413-533-2560 e-mail mail@titanroofing.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Fred Pazmino	TITLE Owner/CEO	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No ☐ Yes ☒ No ☒ Yes ☐ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹:

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 04-2630303

State of: Massachusetts)

) ss:

County of: Hampden)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Titan Roofing, Inc.

Address 200 Tapley Street

City, State, Zip Springfield, MA 01104

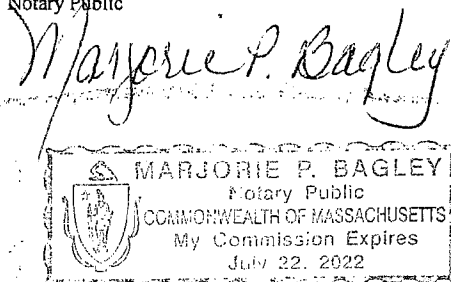
Signature of Owner

Printed Name of Signatory Shawna Pazmino-Brook

Title Treasurer

Sworn before me this 18th day of February, 2021;

Notary Public



Shawna Pazmino-Brook

Printed Name

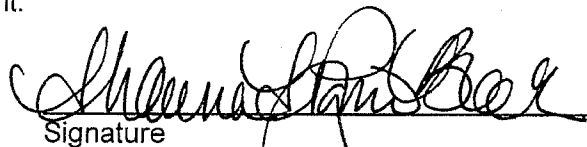
Signature

February 18, 2021

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.


Signature

Shawna Pazmino-Brook, Treasurer
Title

February 18, 2021
Date

Titan Roofing, Inc.
Company Name

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

I. How many years has your firm been in business? 45 years

II. Which service(s) do you propose to provide under this Request for Bids? Check all trades that apply:

☐ General Construction

☐ Electric

☐ HVAC

☒ Roof Repairs

☐ Plumbing

☐ Mason

☐ Property Clean Up

☐ Boiler Repair

☐ Painter

III. For each trade you are bidding, provide a minimum of three (3) references for similar projects of this nature that you have completed in the last three (3) years. For each reference listed, give the name, address and telephone number of a contact person from each. Also give the completion date, the original contract bid price and the completed cost of each project listed. Attach additional sheets if needed.

1. State of NY, OGS Job Order Contracts, Areas 5 & 6, Albany, NY
John Pupons, T: 518-474-0203

Applicable Trade: Roofing

2. Town of Longmeadow Schools, Longmeadow, MA

Todd Carney, T: 413-565-4290

Applicable Trade: Roofing

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

3. City Schoold Emergency Roof Repairs, Springfield, MA

Lauren Stabilo, T: 413-787-6284

Applicable Trade: Roofing

4. Small Scale Maintenance, Renovation and Construction Roof Projects, Amherst College

Karla Youngblood, T: 413-542-2202

Applicable Trade: Roofing

5. On-Call Roofing Services, Berkshire Community College, Pittsfield, MA

David Moran, T: 413-236-3015

Applicable Trade: Roofing

6. _____

Applicable Trade: _____

7. _____

Applicable Trade: _____

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

8. _____

Applicable Trade: _____

9. _____

Applicable Trade: _____

IV. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

See Attached

V. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

VI. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

VII. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

VIII. Do you plan to sublet any part of this work? If so, give details.

No Sublet

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

IX. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Great American Insurance Company through Eastern Insurance Group, LLC, Ellen Young

233 West Central St., Natick, MA 01760, T: 508-620-3421

TD Bank, 1441 Main Street, Springfield, MA 01103, Joseph Premont, T: 413-748-8482

X. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

See attached 6 month review

XI. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Titan Roofing, Inc.

Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 200 Tapley Street, Springfield, MA 01104

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

XII. Is your firm qualified to do business in the State of New York? Yes x No .

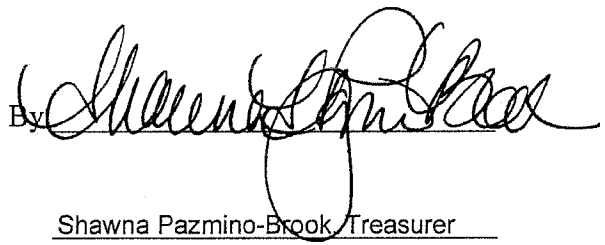
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Titan Roofing, Inc.

Firm

Dated: February 18, 2021

By



Shawna Pazmino-Brook, Treasurer
(Typed)

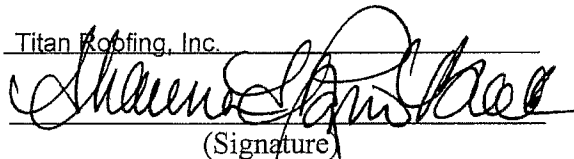
ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Titan Roofing, Inc.

By:


(Signature)

Shawna Pazmino-Brook

(Typed)

Title: Treasurer

Date: February 18, 2021

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

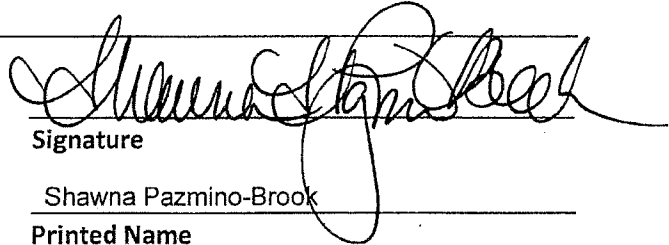
Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

_____ None _____

Description of where the work is to be performed within Albany County facilities:

_____ Albany County _____



Signature

Shawna Pazmino-Brook

Printed Name

Treasurer

Title

February 18, 2021

Date

Major Current Construction Contracts								
Project Title	Location	Type of Roofing	Original Contract Amount	Adjusted Contract Amount	% Complete	Start Date	End Date	On Schedule?
GREE Mohawk Valley Fab	Marcy, NY	Roofing	\$ 2,784,880	\$ 2,784,880	4%	Nov-20	Apr-21	Yes
Health Alliance Hospital	Kingston, NY	EPDM	\$ 990,000	\$ 978,884	82%	Mar-21	Aug-21	Yes
SUNY Upstate Medical Center	Syracuse, NY	PVC	\$ 1,422,000	\$ 1,422,000	0%	Jan-21	Jul-21	Yes
Community Hospital	Pittsfield, MA	TPO	\$ 1,238,000	\$ 1,238,000	0%	Jan-21	Aug-21	Yes
General Dynamics OP#3	Kittery, ME	EPDM	\$ 1,480,000	\$ 1,480,000	0%	Oct-20	Oct-21	Yes
Portsmouth Naval Station Bldg. 100	Boston, MA	PVC	\$ 1,465,101	\$ 1,465,101	17%	Oct-20	Mar-21	Yes
UMASS Boston Quinn Administration Building	Pittsfield, MA	TPO	\$ 1,650,000	\$ 1,690,000	58%	Oct-20	Feb-21	Yes
General Dynamics OP#1	Worcester, MA	PVC	\$ 934,000	\$ 934,000	22%	Aug-20	May-21	Yes
Holy Cross College Performing Arts Center	Boston, MA	PVC, Waterproofing	\$ 19,564,000	\$ 19,564,000	0%	Aug-20	Jul-21	Yes
Terminal E, Logan Airport	Binghamton, NY	Mod. Bitumen.	\$ 2,035,760	\$ 2,066,480	83%	Aug-20	May-21	Yes
Broome County DDO, Bldgs. 1 & 1G	Boston, MA	Metal, EPDM	\$ 2,763,000	\$ 2,741,312	7%	Jul-20	Aug-21	Yes
MASSPORT Logan Airport	Dartmouth College	Copper Metal, TPO	\$ 1,730,000	\$ 1,730,000	2%	Jul-20	Feb-21	Yes
Terminal C to B Connector	Hanover, NY							
Arthur L. Irving Institute for Energy & Society	Brookline, MA	PVC	\$ 1,127,000	\$ 1,126,700	1%	Jul-20	Mar-21	Yes
Brookline High School Expansion, Project A	Boston, MA	PVC, Waterproofing	\$ 3,615,000	\$ 3,655,473	70%	Jun-20	Jun-21	Yes
1079-1089 Comm Ave.	New Rochelle, NY	Roofing/Waterproofing	\$ 5,149,000	\$ 2,662,228	93%	Jun-20	Feb-21	Yes
New Rochelle CSD Phase 4	Morrisville, NY	EPDM, TPO	\$ 1,553,000	\$ 1,614,587	98%	May-20	Feb-21	Yes
SUNY Morrisville Charlton & Sitac Buildings	Waltham, MA	Slate/EPDM	\$ 2,229,000	\$ 2,229,000	11%	May-20	May-21	Yes
Bentley University Morison Hall	New York	Roof Repairs	\$ 1,000,000	\$ 1,000,000	0%	May-20	May-22	Yes
Various OGS Buildings	SUNY New Palitz Awosting Hal	Metal/TPO	\$ 1,328,000	\$ 1,328,000	0%	May-20	Jun-21	Yes
Maintenance Contract	UMass Fine Arts Bridge	PVC	\$ 962,000	\$ 937,114	26%	May-20	May-21	Yes
SUNY New Palitz Awosting Hal	Amherst, MA							
UMass Fine Arts Bridge	Cambridge, MA	Slate, EPDM, Copper	\$ 1,870,000	\$ 2,036,768	82%	Apr-20	Apr-21	Yes
Harvard Divinity School, Andover Hall	Boston, MA	TPO Roofing	\$ 983,000	\$ 983,000	86%	Mar-20	May-21	Yes
GLX Vehicle Maintenance Bldg.	Wellesley, MA	TPO, Skylights	\$ 1,347,800	\$ 1,435,594	1%	Mar-20	May-21	Yes
Wellesley College Science Center	Hanover, NH	EPDM	\$ 1,178,000	\$ 1,181,472	70%	Feb-20	Mar-21	Yes
Dartmouth College Thayer School	Boston, MA	Slate/Tile/PVC	\$ 1,689,000	\$ 1,755,417	95%	Jan-20	Feb-21	Yes
Boston Public Library Johnson Building	Coxsackie, NY	EPDM/Copper	\$ 2,874,000	\$ 2,874,000	1%	Dec-19	Dec-21	Yes
Coxsackie Correctional Facility Bldgs 1 & 38	Canandaigua, NY	Slate/Green/Metal/EPDM/ WP	\$ 2,182,000	\$ 2,210,746	21%	Nov-19	Nov-21	Yes
Canandaigua Veterans Medical Center	Boston, MA	TPO, Metal	\$ 1,135,000	\$ 1,156,630	7%	Nov-19	Jan-22	Yes
MASSPORT Logan Airport	Amherst, MA	EPDM	\$ 936,930	\$ 958,937	95%	Oct-19	Feb-21	Yes
Terminal C	New Haven, CT	Modified Bituminous	\$ 1,545,500	\$ 1,789,357	95%	Sep-19	Feb-21	Yes
Worcester Dining Hall	Ozone Park, NY	Roofing	\$ 4,425,000	\$ 4,843,579	77%	May-19	May-21	Yes
Yale University Schwarzman Center	Albany, NY	Roofing	\$ 1,165,000	\$ 1,189,635	92%	Dec-18	Feb-21	Yes
Resorts World Casino	Prattsville, NY	Slate Roofing	\$ 940,000	\$ 978,884	80%	Nov-17	May-21	Yes
SUNY Albany Emerging Technology & Entrepreneurship Complex								
Shandaken Tunnel Intake								

TITAN ROOFING, INC.

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

JUNE 30, 2020 AND 2019



INDEPENDENT AUDITORS' REVIEW REPORT

To the Stockholders of
Titan Roofing, Inc.

Report on the Financial Statements

We have reviewed the accompanying balance sheets of Titan Roofing, Inc. as of June 30, 2020 and 2019, and the related statements of income and retained earnings and cash flows for the six months then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Information

Management is responsible for the preparation and fair presentation of the interim financial information in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control sufficient to provide a reasonable basis for the preparation and fair presentation of interim financial information in accordance with the applicable financial reporting framework.

Auditors' Responsibility

Our responsibility is to conduct our reviews in accordance with auditing standards generally accepted in the United States of America applicable to reviews of interim financial information. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with auditing standards generally accepted in the United States of America, the objective of which is the expression of an opinion regarding the financial information taken as a whole. Accordingly, we do not express such an opinion.

Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying interim financial information for it to be in accordance with accounting principles generally accepted in the United States of America.

Marcum LLP

New Haven, CT
September 9, 2020



TITAN ROOFING, INC.
BALANCE SHEETS (CONTINUED)

JUNE 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
Liabilities and Stockholder's Equity		
Current Liabilities		
Accounts payable	\$ 6,223,849	\$ 7,784,970
Billings in excess of costs and estimated earnings on uncompleted contracts	13,220,830	9,997,590
Accrued expenses	5,339,630	4,024,073
Insurance note payable	2,409,166	2,561,736
Accrued loss on uncompleted contracts	342	11,002
Accrued state income tax	<u>914,780</u>	<u>421,019</u>
Total Current Liabilities	<u>28,108,597</u>	<u>24,800,390</u>
Stockholder's Equity		
Common stock, no par value; authorized 12,500 shares, 100 shares issued and outstanding, at stated value	10,000	10,000
Retained earnings	<u>22,623,335</u>	<u>15,107,720</u>
Total Stockholder's Equity	<u>22,633,335</u>	<u>15,117,720</u>
Total Liabilities and Stockholder's Equity	<u>\$ 50,741,932</u>	<u>\$ 39,918,110</u>

See accompanying notes and independent auditors' review report.

TITAN ROOFING, INC.

STATEMENTS OF CASH FLOWS

FOR THE SIX MONTHS ENDED JUNE 30, 2020 AND 2019

	2020	2019
Cash Flows from Operating Activities		
Net income	\$ 6,804,814	\$ 2,471,129
Adjustments to reconcile net income to net cash provided by operating activities		
Bad debt (recovery) expense	(487)	108,438
Depreciation and amortization	408,772	383,059
Gain on sale of property and equipment	(5,427)	(3,700)
Changes in operating assets and liabilities		
Contracts receivable	2,908,364	(1,390,254)
Costs and estimated earnings in excess of billings on uncompleted contracts	(941,067)	(2,076,395)
Inventory	5,400	487
Prepaid expenses and other current assets	459,324	--
Accounts payable	892,228	1,041,670
Accrued expenses	737,927	2,001,864
Billings in excess of costs and estimated earnings on uncompleted contracts	(1,455,663)	(422,803)
Accrued state income taxes	80,212	(670,468)
Accrued loss on uncompleted contracts	(167)	(63,649)
Net Cash Provided by Operating Activities	<u>9,894,230</u>	<u>1,379,378</u>
Cash Flows from Investing Activities		
Purchase of property and equipment	(410,151)	(454,277)
Proceeds from sale of property and equipment	<u>14,074</u>	<u>3,700</u>
Net Cash Used in Investing Activities	<u>(396,077)</u>	<u>(450,577)</u>
Net Cash from Financing Activities		
Payments on insurance note payable	(1,427,409)	(1,240,701)
Distributions to stockholder	<u>(749,998)</u>	<u>(2,963,331)</u>
Net Cash Used in Financing Activities	<u>(2,177,407)</u>	<u>(4,204,032)</u>
Net Change in Cash and Cash Equivalents	7,320,746	(3,275,231)
Cash and Cash Equivalents - Beginning	<u>6,508,460</u>	<u>4,843,767</u>
Cash and Cash Equivalents - Ending	<u><u>\$ 13,829,206</u></u>	<u><u>\$ 1,568,536</u></u>

See accompanying notes and independent auditors' review report.

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS 2021-023**

Scaled Bids for **HOURLY RATE AGREEMENTS FOR VARIOUS LABOR TRADES** as requested by Albany County Department of General Services will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, February 18, 2021.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **February 4, 2021**

Karen A. Storm
Purchasing Agent

Dated: Albany, New York
January 29, 2021

21-0165

PUBLISH ONE DAY -- FEBRUARY 4, 2021 -- THE EVANGELIST
PUBLISH ONE DAY -- FEBRUARY 4, 2021 -- THE TIMES UNION

added
2/9/21

PRC 2021001031

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND TITAN ROOFING, INC.
FOR HOURLY RATE BASED ROOFING REPAIR SERVICES

CONTRACT NO. 6234 FOR 2021

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Titan Roofing, Inc., a Connecticut corporation registered to do business in New York State, with a principal place of business located at 200 Tapley Street, Springfield, Massachusetts 01104 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[p]arty or collectively as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2021-023, issued on January 29, 2021 and published on February 4, 2021 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on February 18, 2021 to provide roofing repair services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid roofing repair services as a primary provider; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the roofing repair services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up and the primary contractor is unavailable. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work when the primary contractor is unavailable. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. **The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.**

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on April 1, 2021 and shall continue in effect through March 31, 2022.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this

Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a].

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in

the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give

the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

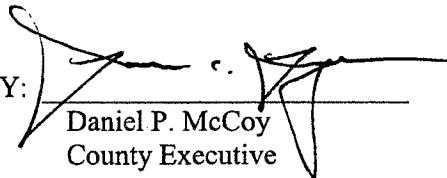
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 7/28/2021

BY:



Daniel P. McCoy
County Executive

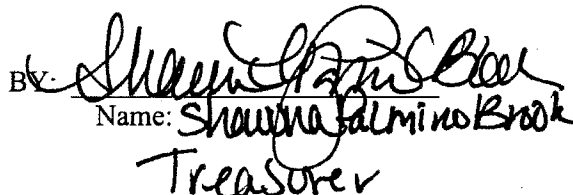
or

Daniel C. Lynch
Deputy County Executive

TITAN ROOFING, INC.

DATED: 6/16/21

BY:



Name: Shauna Palmiro Broek

Treasurer

Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the _____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

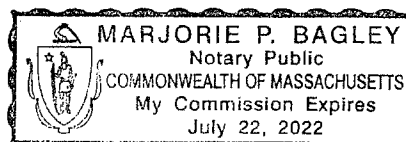
On the 28th day of July, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC
EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF MA
COUNTY OF Damascus SS.:

On the 16th day of June, 2021, before me, the undersigned, personally appeared Shawnna Palmer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC



SCHEDULE A
INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2023-893
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, February 28, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	DeBrino Caulking, Inc. 1304 Rte. 9, Castleton, NY 12033
Estimated Amount	\$99,000.00
Estimated Term	4/1/2023 to 3/31/2024
Scope of Services	Secondary vender for emergency roofing repair services
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 24, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to renew Labor Agreement 6235 of 2021 with DeBrino Caulking Inc. as the secondary vender for emergency roofing repair services with a not to exceed total of \$99,000.00

This will be the final renewal with a term of April 1, 2023 through March 31, 2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207**

RE: BID #2021-023
TRADE LABOR AGREEMENTS

Your bid award for Bid#2021-023 Trade Labor Agreements for Various Albany County Facilities, is due to expire on March 31, 2022 however, the original bid terms and conditions provided for an optional one year renewal period through March 31, 2024. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid percentages through March 31, 2024. Thank you for your prompt response.

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2021-023 AND WILL HOLD
AWARDED BID PRICES THROUGH March 31, 2024

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR:

DEBRINO Caulking Associates, Inc.

REPRESENTATIVE:

Richard P FARNAN Jr.

TELEPHONE #

518- 732- 7234

FAX #:

518 - 732 - 1306

SIGNATURE:

Richard P Farnan Jr.

PLEASE RETURN THIS FORM VIA EMAIL
TO pamela.oneill@albanycountyny.gov

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

- (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

None

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire

7. Communication concerning this Bid shall be addressed to:

DeBrino Caulking Assoc. Inc. 1304 Rte. 9 Castleton, New York 12033

Attention: Rfarnan@debrino.com

Phone: 518-732-7234 Fax: 518-732-1306

E-mail: rfarnan@debrino.com

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

COMPANY: DeBrino Caulking Assoc. Inc.

ADDRESS: 1304 Rte. 9

CITY, STATE, ZIP: Castleton, New York 12033

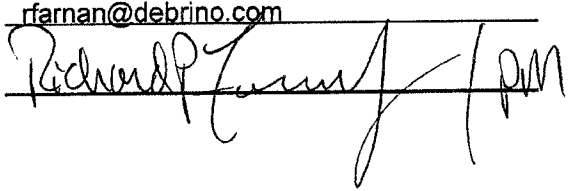
TEL. NO.: 518-732-7234

FAX NO.: 518-732-1306

FEDERAL TAX ID NO.: 14-1588127

REPRESENTATIVE: Richard Farnan

E-MAIL: rfarnan@debrino.com

SIGNATURE AND TITLE 

DATE February 16, 2021

County of Albany
Request for Bids #2021-023
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	75%	20%	\$99.00 an hour
2	Electrical	_____	_____	_____
3	Plumbing	_____	_____	_____
4	HVAC	_____	_____	_____
5	Roof Repairs	75%	20%	\$99.00 an hour
6	Masonry	75%	20%	\$99.00 an hour
7	Boiler Repairs	_____	_____	_____
8	Painting	75%	20%	\$99.00 an hour

Bidder Name: DeBrino Caulking Assoc. Inc.

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

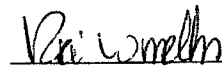
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Corporate Secretary

Title

February 16, 2021

Date

DeBrino Caulking Assoc. Inc.

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

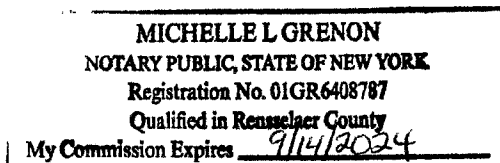
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Rensselaer) SS.:

On this 16th day of February, 20021, before me personally appeared Nicole Wendelken to me known, who, being by me sworn, did say that he resides at (give address) Corporate Secretary; that he is the (give title) Stuyvesant NY of the (name of corporation) DeBrino Caulking Assoc. Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Michelle L Grenon
Notary Public, State of New York

Qualified in Rensselaer County

Commission Expires 9/14/2024

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Type text here DeBrino Caulking Assoc. Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1588127 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1304 Rte. 9 Castleton, New York 12033		7. TELEPHONE NUMBER 518-732-7234	8. FAX NUMBER 518-732-1306
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> 1304 Rte. 9 Castleton, New York 12033		10. TELEPHONE NUMBER 518-732-7234	11. FAX NUMBER 518-732-1306
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Richard Farnan Title Estimator Telephone Number 518-732-7234 Fax Number 518-732-1306 e-mail rfarnan@debrino.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Lewis P. Houghtaling III	TITLE President	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

FEIN

Nicole Wendellben
Printed Name
Nicole Wendellben
Signature
February 16, 2021
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Corporate Secretary

Title

February 16, 2021

Date

DeBrino Caulking Assoc. Inc.

Company Name

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

3. OGS - Rich Hynes

Applicable Trade: General Contractor

4. _____

Applicable Trade: _____

5. _____

Applicable Trade: _____

6. _____

Applicable Trade: _____

7. _____

Applicable Trade: _____

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

8. _____

Applicable Trade: _____

9. _____

Applicable Trade: _____

IV. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

OGS Project 45980C - Provide Concrete Repairs Contract amount - \$2,600,000.00

OGS Project 45795C - Masonry Repairs and Maintenance Contract amount - \$5,000,000.00

V. Has your firm ever failed to complete work awarded to it, if so, state where and why.

NO

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

VI. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

NO

VII. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

NO

VIII. Do you plan to sublet any part of this work? If so, give details.

NO

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

- IX. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

TD Bank - Eric Ryan - 518-786-2523

Rose & Kiernan Inc. - Kevin Garrity - 518-244-4245

- X. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

See Attached:

- XI. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

DeBrino Caulking Assoc. Inc.

Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 1304 Rte. 9 Castleton, New York 12033

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Lewis P. Houghtaling III - President

Nicole Wendelken - Corporate Secretary

XII. Is your firm qualified to do business in the State of New York? Yes ☒ No _____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

DeBrino Caulking Assoc. Inc.

Firm

Dated: February 16, 2021

By Nicole Wendelken

Nicole Wendelken

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: DeBrino Caulking Assoc. Inc. napa

By:

Richard P. Farnan
(Signature)

Richard P. Farnan

(Typed)

Title: Estimator

Date: February 16, 2021

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: DeBrino Caulking Assoc. Inc.

Address: 1304 Rte. 9 Castleton, New York 12033

Phone Number(s): 518-732-7234

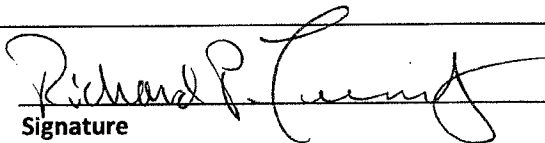
Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

To Be Determined

Description of where the work is to be performed within Albany County facilities:

To Be Determined

February 16, 2021


Signature

Richard P. Farnan
Printed Name

Estimator
Title

February 16, 2021
Date

RECEIVED

SEP 23 2021

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND DEBRINO CAULKING, INC. DeBRINO CAULKING ASSOC.
FOR HOURLY RATE BASED ROOFING REPAIR SERVICES

CONTRACT NO. 6235 FOR 2021

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and DeBrino Caulking, Inc., a New York corporation, with a principal place of business located at 1304 Route 9, Castleton, NY, United States, 12033 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[p]arty" or together as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2021-023, issued on January 29, 2021 and published on February 4, 2021 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on February 18, 2021 to provide roofing repair services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid roofing repair services as a secondary contractor; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the roofing repair services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. **The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.**

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on April 1, 2021 and shall continue in effect through March 31, 2022, without further renewal.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this

Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in

the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give

the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

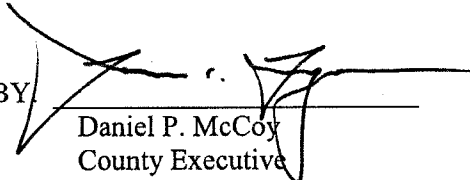
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 10/7/2021

BY: 

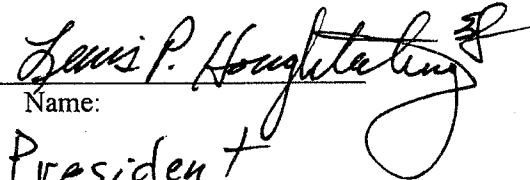
Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

DEBRINO CAULKING, INC.

DATED: 9-28-21

BY: 

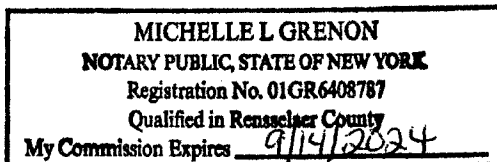
Name:

President

Title:

STATE OF NEW YORK)
COUNTY OF ~~ALBANY~~) SS.:
Rensselaer

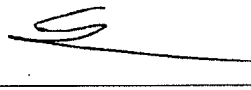
On the 28 day of September, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 7th day of October, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF _____)
COUNTY OF _____) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2023-884
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, February 21, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Collett Mechanical Services, Inc. 138 Sicker Road, LATHAM, NY 12110
Estimated Amount	\$99,000.00
Estimated Term	4/1/2023 to 3/31/2024
Scope of Services	Primary vender for emergency plumbing services
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 21, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to renew Labor Agreement 6236 of 2021 with Collett Mechanical Inc. as the primary vendor for emergency plumbing services with a not to exceed total of \$99,000.00

This will be the final renewal with a term of April 1, 2023 through March 31, 2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207**

**RE: BID #2021-023
TRADE LABOR AGREEMENTS**

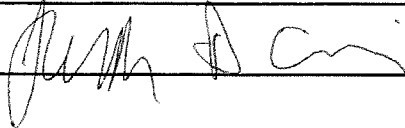
Your bid award for Bid#2021-023 Trade Labor Agreements for Various Albany County Facilities, is due to expire on March 31, 2022 however, the original bid terms and conditions provided for an optional one year renewal period through March 31, 2024. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid percentages through March 31, 2024. Thank you for your prompt response.

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2021-023 AND WILL HOLD
AWARDED BID PRICES THROUGH March 31, 2024

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Collett Mechanical Service Inc.
REPRESENTATIVE: Joseph D Collier
TELEPHONE # 518 862 2214
FAX #: 518 862 2217
SIGNATURE: 

PLEASE RETURN THIS FORM VIA EMAIL
TO pamela.oneill@albanycountyny.gov

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements

Bid Number: 2021-023

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire
7. Communication concerning this Bid shall be addressed to:
- Joseph Collier
- _____
- _____
- _____
- Phone: 518-862-2214 Fax: 518-862-2217
- E-mail: joe@collettmechanical.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

COMPANY: Collett Mechanical Service Inc.

ADDRESS: 138 Sicker Road

CITY, STATE, ZIP: Latham, NY, 12110

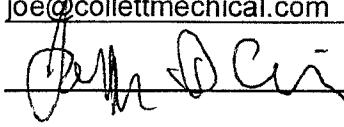
TEL. NO.: 518-862-2214

FAX NO.: 518-862-2217

FEDERAL TAX ID NO.: 14-1775002

REPRESENTATIVE: Joseph Collier - Vice President

E-MAIL: joe@collettmechanical.com

SIGNATURE AND TITLE  V.P.

DATE 2-17-2021

County of Albany
Request for Bids #2021-023
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction			
2	Electrical			
3	Plumbing	25%	20%	\$112.00
4	HVAC	25%	20%	\$112.00
5	Roof Repairs			
6	Masonry			
7	Boiler Repairs			
8	Painting			

Bidder Name: Collett Mechanical Service Inc.

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

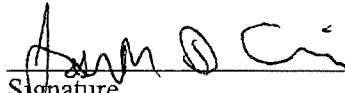
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Vice President
Title

Collett Mechanical Service Inc.
Company Name

2-17-2021
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

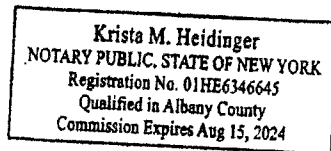
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 17 day of Feb, 2001, before me personally appeared Joe Collier to me known, who, being by me sworn, did say that he resides at (give address) 1073 Manor Dr. Schenectady NY 12303 that he is the (give title) Vice President of the (name of corporation) Collett Mechanical Service Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Krista Heidinger
Notary Public, State of New York

Qualified in Albany

Commission Expires 8/15/24

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Collett Mechanical Service Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1775002 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 138 Sicker Road, Latham, NY 12110		7. TELEPHONE NUMBER 518-862-2214	8. FAX NUMBER 518-862-2217
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Joseph Collier Title Vice President Telephone Number 518-862-2214 Fax Number 518-862-2217 e-mail joe@collettmechanical.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Jack E. Collett	TITLE President	b) NAME Joseph Collier	TITLE Vice President
c) NAME Kevin Farrell	TITLE CFO	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☒ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☒ No c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ☐ Yes ☒ No 1. federal, state or local health laws, rules or regulations.	
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> ☐ Yes ☒ No b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> ☐ Yes ☒ No c) Property Tax <i>Indicate the years the vendor failed to file.</i> ☐ Yes ☒ No	
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : ☐ Yes ☒ No
- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

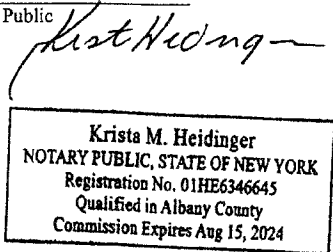
- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business
Collett Mechanical Service Inc.
Address
138 Sicker Road
City, State, Zip
Latham, NY 12110

Signature of Owner *Jack E. Collett*
Printed Name of Signatory Jack E. Collett
Title President

Sworn before me this 17 day of Feb, 2021

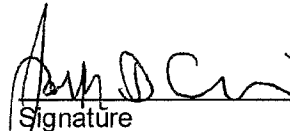
Notary Public



Joseph Collier
Printed Name
John D. Curran
Signature
2.17.2021
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Vice President

Title

Collett Mechanical Service Inc.

Company Name

2-17-2021
Date

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

I. How many years has your firm been in business? 13 years

II. Which service(s) do you propose to provide under this Request for Bids? Check all trades that apply:

<u> </u> General Construction	<u> </u> Electric
<u> x </u> HVAC	<u> </u> Roof Repairs
<u> x </u> Plumbing	<u> </u> Mason
<u> </u> Property Clean Up	<u> </u> Boiler Repair
<u> </u> Painter	

III. For each trade you are bidding, provide a minimum of three (3) references for similar projects of this nature that you have completed in the last three (3) years. For each reference listed, give the name, address and telephone number of a contact person from each. Also give the completion date, the original contract bid price and the completed cost of each project listed. Attach additional sheets if needed.

1. Albany Medical Center New Scotland Ave Bridge Jerremy Morin 43 New Scotland Ave

Albany, NY 12208 910-554-9258 \$57,975.00 Contract price

Completed 12/13/2020

Applicable Trade: HVAC

2. Kiernan Plaza Office Fit Up, Marc Murray The Pike Company 20 Loudonville Rd.

Albany, NY 12204 (518)-371-5900 EXT 3304 \$7,400.00 Contract Price

Completed 11/5/2020

Applicable Trade: HVAC and Plumbing

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

3. Columbia County Public Safety Energy Efficiency Upgrades Geoff Frey Centrica Business

Solutions 3 Rosell Dr. Ballston Lake, NY 12019 (518)-406-5079 Contract Price \$920,165.00

Completed 10/15/2020

Applicable Trade: HVAC and Plumbing

4. Eastern Contractors Association Dan DiPace (518)-869-0961 6 Airline Drive Albany, NY 12205

Contract Price \$4,315.00 Completed 2/1/2021

Applicable Trade: HVAC and Plumbing

5. _____

Applicable Trade: _____

6. _____

Applicable Trade: _____

7. _____

Applicable Trade: _____

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

8. _____

Applicable Trade: _____

9. _____

Applicable Trade: _____

IV. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

GE Research and Development CEB 100, \$307,969.00, 65% Complete

540 Broadway 3rd Floor Office Renovation, \$37,335.00, 70% Complete

Troy Housing Authority Kennedy Towers Thermostat Upgrades, \$33,450.00, 90 % Complete

V. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

VI. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

VII. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

VIII. Do you plan to sublet any part of this work? If so, give details.

No

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

- IX. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

SEE ATTACHED

- X. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

SEE ATTACHED

- XI. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Collett Mechanical Service Inc.

Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 138 Sicker Road, Latham, NY 12110

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

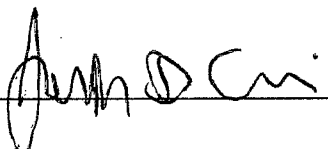
Jack Collett - President, Joseph Collier - Vice President, Kevin Farrell - CFO

XII. Is your firm qualified to do business in the State of New York? Yes X No ____.

If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Dated: 2-17-2021

Firm

By 

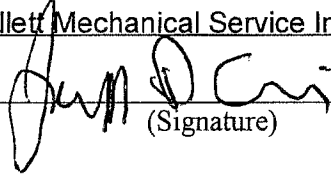
Joseph Collier
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Collett Mechanical Service Inc.

By: 

(Signature)

Joseph Collier
(Typed)

Title: Vice President

Date: 2-17-2021

ATTACHMENT "E"

**Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A –
General Contracts)**

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

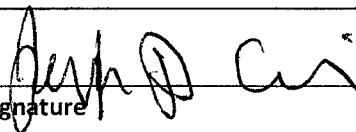
Name of Third Party Entity: Collett Mechanical Service Inc.

Address: 138 Sicker Road, Latham, NY 12110

Phone Number(s): 518-862-2214

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:


Signature

Joseph Collier
Printed Name

Vice President
Title

2.17.2021
Date



**CREDIT REFERENCES
2018**

SUPPLIERS:

Security Supply Corp.
196 Maple Ave. Selkirk, NY 12158
Mike Mullins
(518)767-2226
(518)767-2065 fax

F.W. Webb Co., Inc.
17 Erie Blvd.
Albany, NY 12204
Wendy
(518)472-9322
(518)472-9399

Ferguson Waterworks
429 Troy Ave
Colchester, VT 05446
Catherine Fontaine
(855) 831-8231
(802) 655-7943

SUBCONTRACTORS:

MCD Metals, Inc.
20 Corporate Circle
Albany, NY 12204
Jacek Wozniak
(518)456-9694
(518)456-9664 fax

Rowland Insulation
PO Box 12036
Albany, NY 12212
Mark Rowland
(518)860-0245
(518)375-0214 fax

Northeastern Air Quality
Bob Kelley
730 3rd Street
Albany, NY 12206
(518)857-3641
(518)689-2256 fax

BONDING -SURETY AGENT:

Crum & Foster – Bonding Company
Marshall & Sterling – Bonding Agent
25 Mohawk Ave
Scotia, NY 12302
Carlo Agneta
(518)384-1100 ext 1302

BANK:

NBT Bank
Wolf Road
Albany, NY
Tom Rice
(518)437-4100

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND COLLETT MECHANICAL SERVICE, INC.
FOR HOURLY RATE BASED PLUMBING REPAIR SERVICES

6236 
CONTRACT NO. ~~624~~ FOR 2021

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Collett Mechanical Service, Inc., a New York corporation, with a principal place of business located at 138 Sicker Road, Latham, New York 12110 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[p]arty or collectively as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2021-023, issued on January 29, 2021 and published on February 4, 2021 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on February 18, 2021 to provide plumbing repair services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid plumbing repair services; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the plumbing repair services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. **The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.**

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on April 1, 2021 and shall continue in effect through March 31, 2022, without further renewal.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this

Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a].

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in

the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give

the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

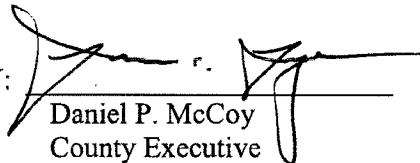
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 5/11/2021

BY:



Daniel P. McCoy
County Executive

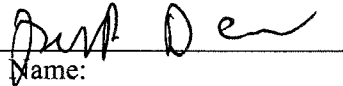
or

Daniel C. Lynch
Deputy County Executive

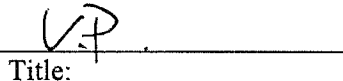
COLLETT MECHANICAL SERVICE, INC.

DATED: 05.05.2021

BY:



Name:



Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 11th day of May, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF New York)
COUNTY OF Albany) SS.:

On the 5th day of May, 2021, before me, the undersigned, personally appeared Joe Collier personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

Krista M. Heidinger
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HE6346645
Qualified in Albany County
Commission Expires Aug 15, 2024

SCHEDULE A
INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2023-883
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, February 21, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	BPI Mechanical Services, Inc. 95 Hudson River Road, Waterford, NY 12188
Estimated Amount	\$99,000.00
Estimated Term	4/1/2023 to 3/31/2024
Scope of Services	Secondary vender for emergency plumbing services.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 21, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to renew Labor Agreement 6237 of 2021 with BPI Mechanical Services Inc. as the secondary vender for emergency plumbing repair services with a not to exceed total of \$99,000.00

This will be the final renewal with a term of April 1, 2023 through March 31, 2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207**

**RE: BID #2021-023
TRADE LABOR AGREEMENTS**

Your bid award for Bid#2021-023 Trade Labor Agreements for Various Albany County Facilities, is due to expire on March 31, 2022 however, the original bid terms and conditions provided for an optional one year renewal period through March 31, 2024. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid percentages through March 31, 2024. Thank you for your prompt response.

PLEASE CHECK THE APPROPRIATE BOX BELOW:

- ☒ I WISH TO RENEW BID #2021-023 AND WILL HOLD
AWARDED BID PRICES THROUGH March 31, 2024
- ☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

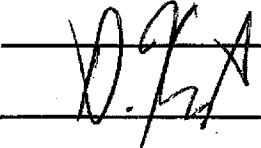
SUBMITTED BY:

VENDOR: BPI MECHANICAL

REPRESENTATIVE: DAVID KEATING

TELEPHONE # 518 362 6414

FAX #:

SIGNATURE: 

**PLEASE RETURN THIS FORM VIA EMAIL
TO pamela.oneill@albanycountyny.gov**

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements

Bid Number: 2021-023

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number



(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire

7. Communication concerning this Bid shall be addressed to:

DAN KEATING

Phone: 518 362 6414 Fax: _____

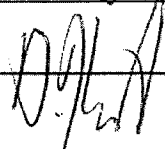
E-mail: DANK@BP1MECHANICALSERVICE.COM

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

COMPANY: BPI MECHANICAL
ADDRESS: 95 HUDSON RIVER RD.
CITY, STATE, ZIP: WATERFORD, NY 12188
TEL. NO.: 518 362 6414
FAX NO.: _____
FEDERAL TAX ID NO.: 46 0951581
REPRESENTATIVE: DANIEL KEATING
E-MAIL: DANK@BPIMECHANICALSERVICE.COM
SIGNATURE AND TITLE  PRESIDENT
DATE 2/18/21

County of Albany
Request for Bids #2021-023
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	65%	100%	\$ 96.-
2	Electrical	65%	100%	\$ 96.-
3	Plumbing	25%	25%	\$ 96.-
4	HVAC	20%	20%	\$ 96.-
5	Roof Repairs	65%	100%	\$ 96.-
6	Masonry	65%	100%	\$ 96.-
7	Boiler Repairs	20%	20%	\$ 96.-
8	Painting	65%	100%	\$ 96.-

Bidder Name: BPI MECHANICAL

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

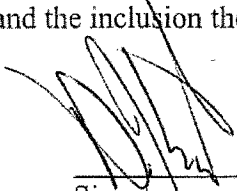
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

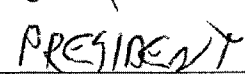
The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Title



BPI MECHANICAL
Company Name

2/18/21

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

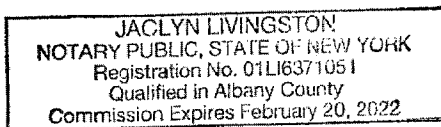
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Saratoga) SS.:

On this 18th day of February, 2001, before me personally appeared Daniel Keating to me known, who, being by me sworn, did say that he resides at (give address) Ballston Lake, NY; that he is the (give title) President of the (name of corporation) BPI Mechanical Service Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Jaclyn Livingston
Notary Public, State of New York

Qualified in Albany County

Commission Expires 02/20/2022

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME BRI MECHANICAL SERVICE		3. IDENTIFICATION NUMBERS a) FEIN # 46 0951581 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 95 HUDSON RIVER RD. WATERFORD NY		7. TELEPHONE NUMBER 518 362 6414	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name DANIEL KEATING Title PRES. Telephone Number 518 362 6414 Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME DAN KEATING	TITLE PRES.	b) NAME	TITLE
c) NAME JOE R. BERLINCK	TITLE V.P.	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	☐ Yes ☒ No
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of: New York
County of Saratoga) ss:

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

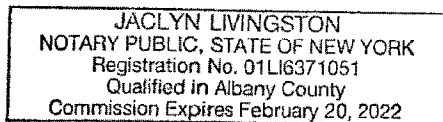
The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business BPI Mechanical Service Signature of Owner [Signature]
Address 95 Hudson River Rd. Printed Name of Signatory DAVID KEATING
City, State, Zip Waterford, NY 12188 Title PRES.

Sworn before me this 18th day of February, 2021.

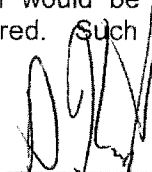
Notary Public



Jaclyn Livingston
Printed Name
[Signature]
Signature
02/18/2021
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

PRET

Title

BPI MECHANICAL

Company Name

2/18/21

Date

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

I. How many years has your firm been in business? 1998 years

II. Which service(s) do you propose to provide under this Request for Bids? Check all trades that apply:

☒ General Construction	☒ Electric
☒ HVAC	☒ Roof Repairs
☒ Plumbing	☒ Mason
☒ Property Clean Up	☒ Boiler Repair
☒ Painter	

III. For each trade you are bidding, provide a minimum of three (3) references for similar projects of this nature that you have completed in the last three (3) years. For each reference listed, give the name, address and telephone number of a contact person from each. Also give the completion date, the original contract bid price and the completed cost of each project listed. Attach additional sheets if needed.

1. SEE

Applicable Trade: _____

2. ATTACHED

Applicable Trade: _____

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

3. _____

Applicable Trade: _____

4. _____

JE

Applicable Trade: _____

5. _____

AKH

Applicable Trade: _____

6. _____

Applicable Trade: _____

7. _____

Applicable Trade: _____

Bpi mechanical service, Inc.

95 hudson river Rd.
waterford, NY 12188
(518) 326-8450 Ph. (518) 326-8435 Fax

Service customer REFERENCES

1- Albany City School District

270 Central Ave.

Albany, NY

(518) 462-7323

Chillers, AC units, boiler, pumps, air handlers, plumbing, boiler

2- Mike brassard

Charter/Time Warner Cable

1101 High Bridge Rd.

Schenectady, NY

General construction, AC units, heaters, computer room AC units, etc.

3- John Alix

Albany county department of general services

112 state st.

Albany, ny

518 447-5512

Plumbing, boiler, Chillers, cooling towers, package units, splits, boilers

4- Hudson Valley College

Rich Edwards

VanDenburgh Rd.

Troy, NY 12180

Industrial/heavy commercial ac/heating equipment

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

8. _____

Applicable Trade: _____

9. _____

Applicable Trade: _____

IV. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

CITY OF ALBANY \$ 330 K 90%

MOHAWK CORRECTIONS \$ 175 K 85%

GLENS FALLS FIRE \$ 45 K 80%

V. Has your firm ever failed to complete work awarded to it, if so, state where and why.

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

VI. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

no

VII. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

no

VIII. Do you plan to sublet any part of this work? If so, give details.

no

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

IX. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

DAN RAUNOS MARSHALL/STERLING

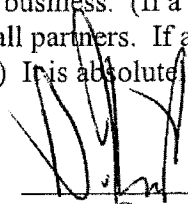
BILLI TAFT SARA NAT. BANK

X. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

\$5.2 m REVENUE

\$1.8 m ASSETS

XI. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.



Correct Name of Bidder

(a) The business is a: CORPORATION

(b) The address of principal place of business is: 95 HUDSON RIVER RD.
WATERFORD NY 12188

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

DANIEL KEATING

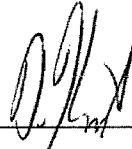
JOSEPH P. BURZIK

XII. Is your firm qualified to do business in the State of New York? Yes 9 No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

BPI MECHANICAL

Firm

Dated: 2/18/21

By 

DANIEL KEATING

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: TRACK LABOR

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: BPI MECHANICAL

By: D. J. [Signature]
(Signature)

DONALD KEATING
(Typed)

Title: PRESIDENT

Date: 2/18/21

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Signature

Printed Name

Title

Date

DANIEL KEATING

PRES.

2/18/21

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED PLUMBING REPAIR SERVICES

CONTRACT NO. 6237 FOR 2021

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River Road, Waterford, New York 12188 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[p]arty or collectively as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2021-023, issued on January 29, 2021 and published on February 4, 2021 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on February 18, 2021 to provide plumbing repair services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid plumbing repair services as a secondary provider; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the plumbing repair services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up and the primary contractor is unavailable. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work when the primary contractor is unavailable. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. **The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.**

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on April 1, 2021 and shall continue in effect through March 31, 2022, without further renewal.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this

Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in

the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give

the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: _____

BY: _____

Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED: _____

BY: _____

Name: _____

Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2023-897
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, February 28, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	BPI Mechanical Services, Inc. 95 Hudson River Road, Waterford, NY 12188
Estimated Amount	\$99,000.00
Estimated Term	4/1/2023 to 3/31/2024
Scope of Services	Primary vendor for emergency HVAC repair services. This will be the final renewal with a term of April 1, 2023 through March 31, 2024 with a not to exceed total of \$99,000.00.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 24, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to renew Labor Agreement 6242 of 2021 with BPI Mechanical Services Inc. as the primary vendor for emergency HVAC repair services with a not to exceed total of \$99,000.00

This will be the final renewal with a term of April 1, 2023 through March 31, 2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207**

**RE: BID #2021-023
TRADE LABOR AGREEMENTS**

Your bid award for Bid#2021-023 Trade Labor Agreements for Various Albany County Facilities, is due to expire on March 31, 2022 however, the original bid terms and conditions provided for an optional one year renewal period through March 31, 2024. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid percentages through March 31, 2024. Thank you for your prompt response.

PLEASE CHECK THE APPROPRIATE BOX BELOW:

- ☒ I WISH TO RENEW BID #2021-023 AND WILL HOLD
AWARDED BID PRICES THROUGH March 31, 2024
- ☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR:

BPI MECHANICAL

REPRESENTATIVE:

DAVID KEATING

TELEPHONE #

518 362 6414

FAX #:

[Signature]

SIGNATURE:

PLEASE RETURN THIS FORM VIA EMAIL
TO pamela.oneill@albanycountyny.gov

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number



(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire
7. Communication concerning this Bid shall be addressed to:

DAN KEATING

Phone: 518 362 6414 Fax: _____

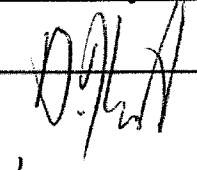
E-mail: DANK@BP1MECHANICALSERVICE.COM

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

COMPANY: BPI MECHANICAL
ADDRESS: 95 HUDSON RIVER RD.
CITY, STATE, ZIP: WATERFORD, NY 12188
TEL. NO.: 518 362 6414
FAX NO.: _____
FEDERAL TAX ID NO.: 46 0951581
REPRESENTATIVE: DANIEL KEATING
E-MAIL: DANK@BPIMECHANICALSERVICE.COM
SIGNATURE AND TITLE:  PRESIDENT
DATE: 2/18/21

County of Albany
Request for Bids #2021-023
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	65%	100%	\$ 96.-
2	Electrical	65%	100%	\$ 96.-
3	Plumbing	25%	25%	\$ 96.-
4	HVAC	20%	20%	\$ 96.-
5	Roof Repairs	65%	100%	\$ 96.-
6	Masonry	65%	100%	\$ 96.-
7	Boiler Repairs	20%	20%	\$ 96.-
8	Painting	65%	100%	\$ 96.-

Bidder Name: BPI MECHANICAL

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

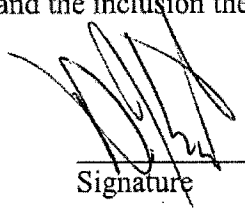
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

2/18/21

Date



Signature

PRESIDENT

Title

BPI MECHANICAL

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

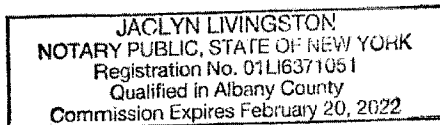
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Saratoga) SS.:

On this 18th day of February, 2001, before me personally appeared Daniel Keating to me known, who, being by me sworn, did say that he resides at (give address) Ballston Lake, NY; that he is the (give title) President of the (name of corporation) BPI Mechanical Service Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Jacklyn Livingston
Notary Public, State of New York

Qualified in Albany County

Commission Expires 02/20/2022

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME BMI MECHANICAL SERVICE		3. IDENTIFICATION NUMBERS a) FEIN # 46 0951581 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 95 HUDSON RIVER RD. WATERFORD NY		7. TELEPHONE NUMBER 518 362 6414	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name DANIEL KEATING Title PRES. Telephone Number 518 362 6414 Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME DAN KEATING	TITLE PRES.	b) NAME	TITLE
c) NAME JOE R. BLUMICK	TITLE V.P.	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	☐ Yes ☒ No
	a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	
	b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
	c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of: New York
County of: Saratoga) ss:

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

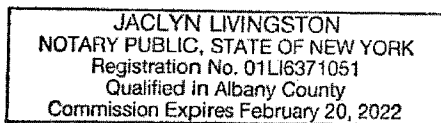
The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business BPI Mechanical Service Signature of Owner [Signature]
Address 95 Hudson River Rd. Printed Name of Signatory DAVID KENTING
City, State, Zip Waterford, NY 12188 Title PRES.

Sworn before me this 18th day of February, 2021.

Notary Public

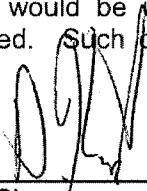


Jaclyn Livingston
Printed Name
[Signature]
Signature
02/18/2021
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

2/18/21
Date



Signature

PRET

Title

BPI MECHANICAL

Company Name

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

I. How many years has your firm been in business? 1998 years

II. Which service(s) do you propose to provide under this Request for Bids? Check all trades that apply:

☒ General Construction	☒ Electric
☒ HVAC	☒ Roof Repairs
☒ Plumbing	☒ Mason
☒ Property Clean Up	☒ Boiler Repair
☒ Painter	

III. For each trade you are bidding, provide a minimum of three (3) references for similar projects of this nature that you have completed in the last three (3) years. For each reference listed, give the name, address and telephone number of a contact person from each. Also give the completion date, the original contract bid price and the completed cost of each project listed. Attach additional sheets if needed.

1. SEE

Applicable Trade: _____

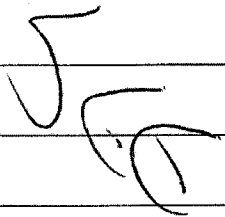
2. ATTACHED

Applicable Trade: _____

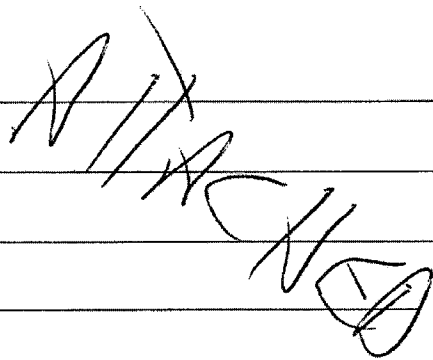
Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

3. _____

Applicable Trade: _____

4. _____
_____  _____

Applicable Trade: _____

5. _____
_____  _____

Applicable Trade: _____

6. _____

Applicable Trade: _____

7. _____

Applicable Trade: _____

Bpi mechanical service, Inc.

95 hudson river Rd.
waterford, NY 12188
(518) 326-8450 Ph. (518) 326-8435 Fax

Service customer REFERENCES

1- Albany City School District

270 Central Ave.

Albany, NY

(518) 462-7323

Chillers, AC units, boiler, pumps, air handlers, plumbing, boiler

2- Mike brassard

Charter/Time Warner Cable

1101 High Bridge Rd.

Schenectady, NY

General construction, AC units, heaters, computer room AC units, etc.

3- John Alix

Albany county department of general services

112 state st.

Albany, ny

518 447-5512

Plumbing, boiler, Chillers, cooling towers, package units, splits, boilers

4- Hudson Valley College

Rich Edwards

VanDenburgh Rd.

Troy, NY 12180

Industrial/heavy commercial ac/heating equipment

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

8. _____

Applicable Trade: _____

9. _____

Applicable Trade: _____

IV. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

CITY OF ALBANY \$330K 90%

MOHAWK CORRECTIONS \$175K 85%

GLENS FALLS FIRE \$45K 80%

V. Has your firm ever failed to complete work awarded to it, if so, state where and why.

_____  _____

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

VI. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

NO

VII. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

NO

VIII. Do you plan to sublet any part of this work? If so, give details.

NO

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

- IX. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

DAN RAUNDOS MARSHALL/STERLING

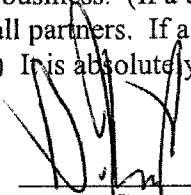
BILLI TAFT SWARA NAT. BANK

- X. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

\$5.2 M REVENUE

\$1.8 M ASSETS

- XI. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.



Correct Name of Bidder

(a) The business is a: CORPORATION

(b) The address of principal place of business is: 95 HUDSON RIVER RD.

WATERFORD NY 12188

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

DANIEL KEATING

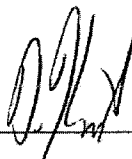
JOSEPH P. BURMKE

XII. Is your firm qualified to do business in the State of New York? Yes 9 No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

BPI MECHANICAL

Firm

Dated: 2/18/21

By 

DANIEL KEATING

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: TRACK LABOR

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: BPI MECHANICAL

By: D. J. [Signature]
(Signature)

DONALD FEATUNG
(Typed)

Title: PRESIDENT

Date: 2/18/21

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Signature

DANIEL KEATING

Printed Name

PRES.

Title

2/18/21

Date

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED HVAC REPAIR SERVICES

CONTRACT NO. 6242 FOR 2021

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River Road, Waterford, New York 12188 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[p]arty or collectively as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2021-023, issued on January 29, 2021 and published on February 4, 2021 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on February 18, 2021 to provide HVAC repair services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid HVAC repair services as a primary provider; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the HVAC repair services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up and the primary contractor is unavailable. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work when the primary contractor is unavailable. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. **The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.**

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on April 1, 2021 and shall continue in effect through March 31, 2022.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this

Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a].

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in

the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give

the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

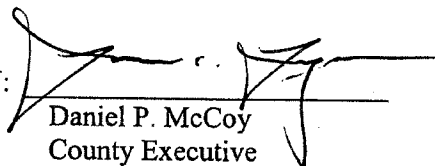
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 6/28/2021

BY:


Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED:

6/14/21

BY:


Name:
PRESIDENT
Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 28th day of June, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02C04969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF New York)
COUNTY OF Saratoga) SS.:

On the 21st day of May, 2021, before me, the undersigned, personally appeared Daniel Keating personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JACLYN LIVINGSTON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01L16371051
Qualified in Albany County
Commission Expires February 20, 2022

NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2023-896
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, February 28, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Collett Mechanical Services, Inc. 138 Sicker Road, Latham, NY 12110
Estimated Amount	\$99,000.00
Estimated Term	4/1/2023 to 3/31/2024
Scope of Services	Secondary vender for emergency HVAC repair services
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

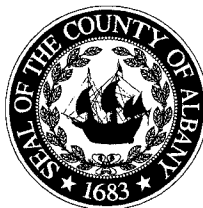
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 24, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to renew Labor Agreement 6243 of 2021 with Collett Mechanical Inc. as the secondary vender for emergency HVAC repair services with a not to exceed total of \$99,000.00

This will be the final renewal with a term of April 1, 2023 through March 31, 2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207**

**RE: BID #2021-023
TRADE LABOR AGREEMENTS**

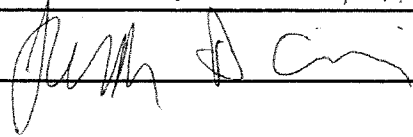
Your bid award for Bid#2021-023 Trade Labor Agreements for Various Albany County Facilities, is due to expire on March 31, 2022 however, the original bid terms and conditions provided for an optional one year renewal period through March 31, 2024. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid percentages through March 31, 2024. Thank you for your prompt response.

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2021-023 AND WILL HOLD
AWARDED BID PRICES THROUGH March 31, 2024

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Collett Mechanical Service Inc.
REPRESENTATIVE: Joseph D Collier
TELEPHONE # 518 862 2214
FAX #: 518 862 2217
SIGNATURE: 

**PLEASE RETURN THIS FORM VIA EMAIL
TO pamela.oneill@albanycountyny.gov**

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire
7. Communication concerning this Bid shall be addressed to:
- Joseph Collier
- _____
- _____
- _____
- Phone: 518-862-2214 Fax: 518-862-2217
- E-mail: joe@collettmechanical.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

COMPANY: Collett Mechanical Service Inc.

ADDRESS: 138 Sicker Road

CITY, STATE, ZIP: Latham, NY, 12110

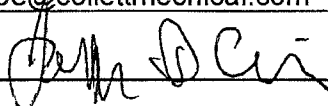
TEL. NO.: 518-862-2214

FAX NO.: 518-862-2217

FEDERAL TAX ID NO.: 14-1775002

REPRESENTATIVE: Joseph Collier - Vice President

E-MAIL: joe@collettmechanical.com

SIGNATURE AND TITLE  V.P.

DATE 2.17.2021

County of Albany
Request for Bids #2021-023
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction			
2	Electrical			
3	Plumbing	25%	20%	\$112.00
4	HVAC	25%	20%	\$112.00
5	Roof Repairs			
6	Masonry			
7	Boiler Repairs			
8	Painting			

Bidder Name: Collett Mechanical Service Inc.

BF3

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

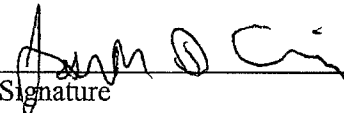
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Vice President
Title

2-17-2021
Date

Collett Mechanical Service Inc.
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

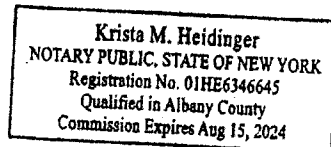
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 17 day of Feb, 2001, before me personally appeared Joe Collier to me known, who, being by me sworn, did say that he resides at (give address) 1073 Manor Dr. Schenectady NY 12303 that he is the (give title) Vice President of the (name of corporation) Collett Mechanical Service Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Krista Heidinger
Notary Public, State of New York

Qualified in Albany

Commission Expires 8/15/24

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR		
2. VENDOR'S LEGAL BUSINESS NAME Collett Mechanical Service Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1775002 b) DUNS #
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 138 Sicker Road, Latham, NY 12110	7. TELEPHONE NUMBER 518-862-2214	8. FAX NUMBER 518-862-2217
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Joseph Collier Title Vice President Telephone Number 518-862-2214 Fax Number 518-862-2217 e-mail joe@collettmechanical.com		
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.		
a) NAME Jack E. Collett	TITLE President	b) NAME Joseph Collier TITLE Vice President
c) NAME Kevin Farrell	TITLE CFO	d) NAME TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.		
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No		
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? ☐ Yes ☒ No <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☒ No <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES, HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES, WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: ☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

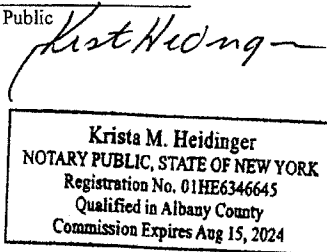
- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business
Collett Mechanical Service Inc.
Address
138 Sicker Road
City, State, Zip
Latham, NY 12110

Signature of Owner *Jack E. Collett*
Printed Name of Signatory Jack E. Collett
Title President

Sworn before me this 17 day of Feb, 2021

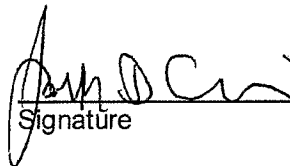
Notary Public



Joseph Collier
Printed Name
Joseph D. Collier
Signature
2-17-2021
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Vice President
Title

2-17-2021
Date

Collett Mechanical Service Inc.
Company Name

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

I. How many years has your firm been in business? 13 years

II. Which service(s) do you propose to provide under this Request for Bids? Check all trades that apply:

<u> </u> General Construction	<u> </u> Electric
<u> x </u> HVAC	<u> </u> Roof Repairs
<u> x </u> Plumbing	<u> </u> Mason
<u> </u> Property Clean Up	<u> </u> Boiler Repair
<u> </u> Painter	

III. For each trade you are bidding, provide a minimum of three (3) references for similar projects of this nature that you have completed in the last three (3) years. For each reference listed, give the name, address and telephone number of a contact person from each. Also give the completion date, the original contract bid price and the completed cost of each project listed. Attach additional sheets if needed.

1. Albany Medical Center New Scotland Ave Bridge Jerremy Morin 43 New Scotland Ave

Albany, NY 12208 910-554-9258 \$57,975.00 Contract price

Completed 12/13/2020

Applicable Trade: HVAC

2. Kiernan Plaza Office Fit Up, Marc Murray The Pike Company 20 Loudonville Rd.

Albany, NY 12204 (518)-371-5900 EXT 3304 \$7,400.00 Contract Price

Completed 11/5/2020

Applicable Trade: HVAC and Plumbing

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

3. Columbia County Public Safety Energy Efficiency Upgrades Geoff Frey Centrica Business
Solutions 3 Rosell Dr. Ballston Lake, NY 12019 (518)-406-5079 Contract Price \$920,165.00
Completed 10/15/2020

Applicable Trade: HVAC and Plumbing

4. Eastern Contractors Association Dan DiPace (518)-869-0961 6 Airline Drive Albany, NY 12205
Contract Price \$4,315.00 Completed 2/1/2021

Applicable Trade: HVAC and Plumbing

5. _____

Applicable Trade: _____

6. _____

Applicable Trade: _____

7. _____

Applicable Trade: _____

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

8. _____

Applicable Trade: _____

9. _____

Applicable Trade: _____

IV. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

GE Research and Development CEB 100, \$307,969.00, 65% Complete

540 Broadway 3rd Floor Office Renovation, \$37,335.00, 70% Complete

Troy Housing Authority Kennedy Towers Thermostat Upgrades, \$33,450.00, 90 % Complete

V. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

VI. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

VII. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

VIII. Do you plan to sublet any part of this work? If so, give details.

No

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

- IX. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

SEE ATTACHED

- X. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

SEE ATTACHED

- XI. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Collett Mechanical Service Inc.

Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 138 Sicker Road, Latham, NY 12110

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

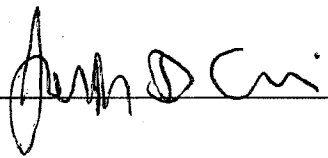
Jack Collett - President, Joseph Collier - Vice President, Kevin Farrell - CFO

XII. Is your firm qualified to do business in the State of New York? Yes X No ____.

If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Firm

Dated: 2-17-2021

By 

Joseph Collier
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Collett Mechanical Service Inc.

By: _____

(Signature)

Joseph Collier

(Typed)

Title: Vice President

Date: 2-17-2021

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: Collett Mechanical Service Inc.

Address: 138 Sicker Road, Latham, NY 12110

Phone Number(s): 518-862-2214

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Signature

Joseph Collier

Printed Name

Vice President

Title

Date

2.17.2021



**CREDIT REFERENCES
2018**

SUPPLIERS:

Security Supply Corp.
196 Maple Ave. Selkirk, NY 12158
Mike Mullins
(518)767-2226
(518)767-2065 fax

F.W. Webb Co., Inc.
17 Erie Blvd.
Albany, NY 12204
Wendy
(518)472-9322
(518)472-9399

Ferguson Waterworks
429 Troy Ave
Colchester, VT 05446
Catherine Fontaine
(855) 831-8231
(802) 655-7943

SUBCONTRACTORS:

MCD Metals, Inc.
20 Corporate Circle
Albany, NY 12204
Jacek Wozniak
(518)456-9694
(518)456-9664 fax

Rowland Insulation
PO Box 12036
Albany, NY 12212
Mark Rowland
(518)860-0245
(518)375-0214 fax

Northeastern Air Quality
Bob Kelley
730 3rd Street
Albany, NY 12206
(518)857-3641
(518)689-2256 fax

BONDING -SURETY AGENT:

Crum & Foster – Bonding Company
Marshall & Sterling – Bonding Agent
25 Mohawk Ave
Scotia, NY 12302
Carlo Agneta
(518)384-1100 ext 1302

BANK:

NBT Bank
Wolf Road
Albany, NY
Tom Rice
(518)437-4100

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND COLLETT MECHANICAL, INC.
FOR HOURLY RATE BASED HVAC REPAIR SERVICES

CONTRACT NO. 6243 FOR 2021

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Collett Mechanical, Inc., a New York corporation, with a principal place of business located at 138 Sicker Road, Latham, New York 12110 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[p]arty" or together as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2021-023, issued on January 29, 2021 and published on February 4, 2021 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on February 18, 2021 to provide hvac repair services on an hourly, as needed basis (hereinafter, the "Bid"); and

HEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid hvac repair services as a secondary contractor; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the hvac repair services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. **The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.**

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on April 1, 2021 and shall continue in effect through March 31, 2022, without further renewal.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this

Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a].

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in

the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give

the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

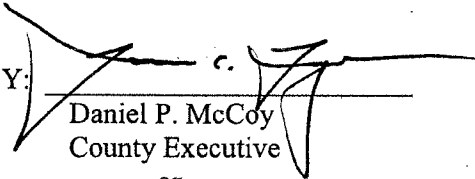
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 10/7/2021

BY:


Daniel P. McCoy
County Executive

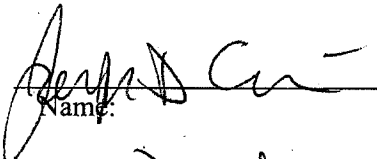
or

Daniel C. Lynch
Deputy County Executive

COLLETT MECHANICAL, INC,

DATED: 09/28/2021

BY:


Name:

Vice President
Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 7th day of October, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF New York)
COUNTY OF Albany) SS.:

On the 28th day of Sept 2021, 2021, before me, the undersigned, personally appeared Joe Collier personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

Krista M. Heidinger
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HE6346645
Qualified in Albany County
Commission Expires Aug 15, 2024

SCHEDULE A
INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2023-898
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, February 28, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	BPI Mechanical Services, Inc. 95 Hudson River Road, Waterford, NY 12188
Estimated Amount	\$99,000.00
Estimated Term	4/1/2023 to 3/31/2024
Scope of Services	Primary vender for emergency Boiler repair services
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 10.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 24, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to renew Labor Agreement 6248 of 2021 with BPI Mechanical Services Inc. as the primary vendor for emergency Boiler repair services with a not to exceed total of \$99,000.00

This will be the final renewal with a term of April 1, 2023 through March 31, 2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207**

**RE: BID #2021-023
TRADE LABOR AGREEMENTS**

Your bid award for Bid#2021-023 Trade Labor Agreements for Various Albany County Facilities, is due to expire on March 31, 2022 however, the original bid terms and conditions provided for an optional one year renewal period through March 31, 2024. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid percentages through March 31, 2024. Thank you for your prompt response.

PLEASE CHECK THE APPROPRIATE BOX BELOW:

- ☒ I WISH TO RENEW BID #2021-023 AND WILL HOLD
AWARDED BID PRICES THROUGH March 31, 2024
- ☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

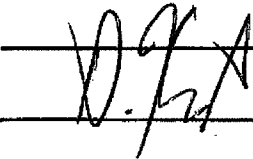
SUBMITTED BY:

VENDOR: BPI MECHANICAL

REPRESENTATIVE: DAVID KEATING

TELEPHONE # 518 362 6414

FAX #:

SIGNATURE: 

**PLEASE RETURN THIS FORM VIA EMAIL
TO pamela.oneill@albanycountyny.gov**

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

- (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number



(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire
7. Communication concerning this Bid shall be addressed to:

DAN KEATING

Phone: 518 362 6414 Fax: _____

E-mail: DANK@BP1MECHANICALSERVICE.COM

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements

Bid Number: 2021-023

COMPANY:

BPI MECHANICAL

ADDRESS:

95 HUDSON RIVER RD.

CITY, STATE, ZIP:

WATERFORD, NY 12188

TEL. NO.:

518 362 6414

FAX NO.:

FEDERAL TAX ID NO.:

46 0951581

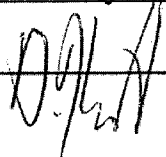
REPRESENTATIVE:

DANIEL KEATING

E-MAIL:

DANK@BPIMECHANICALSERVICE.COM

SIGNATURE AND TITLE

 PRESIDENT

DATE

2/18/21

County of Albany
Request for Bids #2021-023
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	65%	100%	\$ 96.-
2	Electrical	65%	100%	\$ 96.-
3	Plumbing	25%	25%	\$ 96.-
4	HVAC	20%	20%	\$ 96.-
5	Roof Repairs	65%	100%	\$ 96.-
6	Masonry	65%	100%	\$ 96.-
7	Boiler Repairs	20%	20%	\$ 96.-
8	Painting	65%	100%	\$ 96.-

Bidder Name: BPI MECHANICAL

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

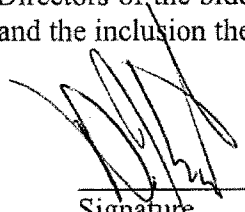
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

PRESIDENT

Title

BPI MECHANICAL

Company Name

2/18/21

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

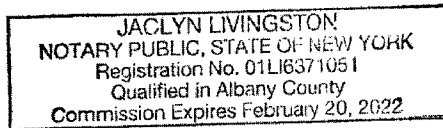
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Saratoga) SS.:

On this 18th day of February, 2001, before me personally appeared Daniel Keating to me known, who, being by me sworn, did say that he resides at (give address) Ballston Lake, NY; that he is the (give title) President of the (name of corporation) BPI Mechanical Service Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Jaclyn Livingston
Notary Public, State of New York

Qualified in Albany County

Commission Expires 02/20/2022

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME BRI MECHANICAL SERVICE		3. IDENTIFICATION NUMBERS a) FEIN # 46 0951581 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 95 HUDSON RIVER RD. WATERFORD NY		7. TELEPHONE NUMBER 518 362 6414	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name DANIEL KEATING Title PRES. Telephone Number 518 362 6414 Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME DAN KEATING	TITLE PRES.	b) NAME	TITLE
c) NAME JOE R. BLUMICK	TITLE D.P.	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	☐ Yes ☒ No
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of: New York
County of Saratoga) ss:

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business BPI Mechanical Service Signature of Owner [Signature]
Address 95 Hudson River Rd. Printed Name of Signatory DAVID KEATING
City, State, Zip Waterford, NY 12188 Title PRES.

Sworn before me this 18th day of February, 2021.

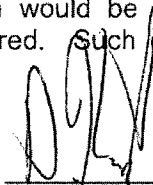
Notary Public

JACLYN LIVINGSTON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 0116371051
Qualified in Albany County
Commission Expires February 20, 2022

Jaclyn Livingston
Printed Name
[Signature]
Signature
02/18/2021
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

PRET

Title

BPI MECHANICAL

Company Name

2/18/21

Date

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

I. How many years has your firm been in business? 1998 years

II. Which service(s) do you propose to provide under this Request for Bids? Check all trades that apply:

☒ General Construction	☒ Electric
☒ HVAC	☒ Roof Repairs
☒ Plumbing	☒ Mason
☒ Property Clean Up	☒ Boiler Repair
☒ Painter	

III. For each trade you are bidding, provide a minimum of three (3) references for similar projects of this nature that you have completed in the last three (3) years. For each reference listed, give the name, address and telephone number of a contact person from each. Also give the completion date, the original contract bid price and the completed cost of each project listed. Attach additional sheets if needed.

1. SEE

Applicable Trade: _____

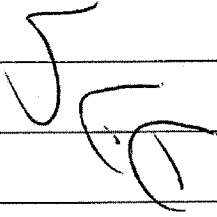
2. ATTACHED

Applicable Trade: _____

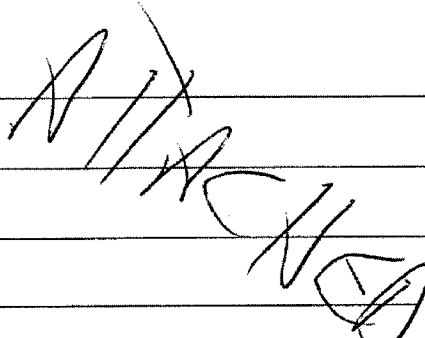
Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

3. _____

Applicable Trade: _____

4. _____
_____  _____

Applicable Trade: _____

5. _____
_____  _____

Applicable Trade: _____

6. _____

Applicable Trade: _____

7. _____

Applicable Trade: _____

Bpi mechanical service, Inc.

95 hudson river Rd.
waterford, NY 12188
(518) 326-8450 Ph. (518) 326-8435 Fax

Service customer REFERENCES

- 1- Albany City School District
270 Central Ave.
Albany, NY
(518) 462-7323
Chillers, AC units, boiler, pumps, air handlers, plumbing, boiler

- 2- Mike brassard
Charter/Time Warner Cable
1101 High Bridge Rd.
Schenectady, NY
General construction, AC units, heaters, computer room AC units, etc.

- 3- John Alix
Albany county department of general services
112 state st.
Albany, ny
518 447-5512
Plumbing, boiler, Chillers, cooling towers, package units, splits, boilers

- 4- Hudson Valley College
Rich Edwards
VanDenburgh Rd.
Troy, NY 12180
Industrial/heavy commercial ac/heating equipment

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

8. _____

Applicable Trade: _____

9. _____

Applicable Trade: _____

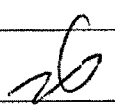
IV. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

CITY OF ALBANY \$330K 90%

MAHAWK CORRECTIONS \$175K 85%

GLENS FALLS FIRE \$45K 80%

V. Has your firm ever failed to complete work awarded to it, if so, state where and why.

_____  _____

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

VI. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

no

VII. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

no

VIII. Do you plan to sublet any part of this work? If so, give details.

no

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

IX. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

DAN RAUNDOS MARSHALL/STERLING

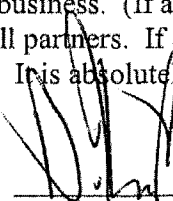
BILLI TAFT SWARA NAT. BANK

X. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

\$5.2 m REVENUE

\$1.8 m ASSETS

XI. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.



Correct Name of Bidder

(a) The business is a: CORPORATION

(b) The address of principal place of business is: 95 HUDSON RIVER RD.
WATERFORD NY 12158

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

DANIEL KEATING

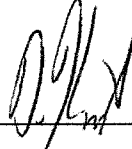
JOSEPH P. BURMANKE

XII. Is your firm qualified to do business in the State of New York? Yes 9 No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

BPI MECHANICAL

Firm

Dated: 2/18/21

By 

DANIEL KEATING

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: TRACK LABOR

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: BPI MECHANICAL

By: D. J. [Signature]
(Signature)

DONALD KENTING
(Typed)

Title: PRESIDENT

Date: 2/18/21

ATTACHMENT "E"

**Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A –
General Contracts)**

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Signature

DANIEL KEATING

Printed Name

PRES.

Title

2/18/21

Date

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED BOILER REPAIR SERVICES

CONTRACT NO. 6248 FOR 2021

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River Road, Waterford, New York 12188 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[p]arty or collectively as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2021-023, issued on January 29, 2021 and published on February 4, 2021 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on February 18, 2021 to provide boiler repair services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid boiler repair services as a primary provider; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the boiler repair services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up and the primary contractor is unavailable. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work when the primary contractor is unavailable. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. **The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.**

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on April 1, 2021 and shall continue in effect through March 31, 2022.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this

Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a].

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in

the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give

the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

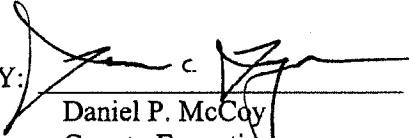
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

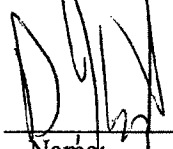
COUNTY OF ALBANY

DATED: 6/28/2021

BY: 
Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED: 6/14/21

BY: 
Name:
PRESIDENT
Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 28th day of Dec, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



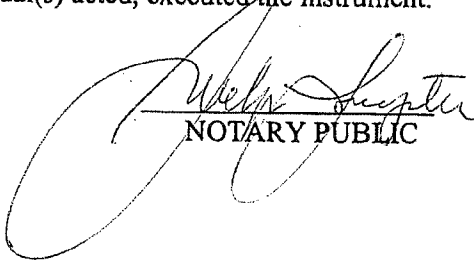
NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF New York)
COUNTY OF Saratoga) SS.:

On the 21st day of May, 2021, before me, the undersigned, personally appeared Daniel Keating personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JACLYN LIVINGSTON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LI6371051
Qualified in Albany County
Commission Expires February 20, 2022



NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2023-891
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, February 28, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	McBain Electric, Inc. 2742 6th Ave., Troy, NY 12180
Estimated Amount	\$99,000.00
Estimated Term	4/1/2023 to 3/31/2024
Scope of Services	Primary vender for emergency electrical services.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 24, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to renew Labor Agreement 6144 of 2021 with McBain Electrical Inc. as the primary vender for emergency electrical services with a not to exceed total of \$99,000.00

This will be the final renewal with a term of April 1, 2023 through March 31, 2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207**

**RE: BID #2021-023
TRADE LABOR AGREEMENTS**

Your bid award for Bid#2021-023 Trade Labor Agreements for Various Albany County Facilities, is due to expire on March 31, 2022 however, the original bid terms and conditions provided for an optional one year renewal period through March 31, 2024. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid percentages through March 31, 2024. Thank you for your prompt response.

PLEASE CHECK THE APPROPRIATE BOX BELOW:

- ☒ I WISH TO RENEW BID #2021-023 AND WILL HOLD
AWARDED BID PRICES THROUGH March 31, 2024
- ☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: J.McBain Electric,Inc

REPRESENTATIVE: Jay McBain

TELEPHONE # 518-272-9376

FAX #: 518-272-3738

SIGNATURE: *Jay McBain* 2/9/2023

PLEASE RETURN THIS FORM VIA EMAIL
TO pamela.oneill@albanycountyny.gov

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements

Bid Number: 2021-023

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire

7. Communication concerning this Bid shall be addressed to:

Jackie McBain

2742 6th Ave

Troy, New York 12180

Phone: 518-272-9376 Fax: 518-272-3738

E-mail: jackie@mcbainelectric.com

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

COMPANY: J McBain Inc.

ADDRESS: 2742 6th Ave

CITY, STATE, ZIP: Troy, New York 12180

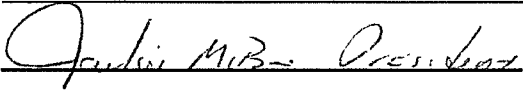
TEL. NO.: 518-272-9376

FAX NO.: 518-272-3738

FEDERAL TAX ID NO.: 161534752

REPRESENTATIVE: Jackie McBain

E-MAIL: jackie@mcbainelectric.com

SIGNATURE AND TITLE  Jackie McBain - President

DATE 2/18/2021

County of Albany
Request for Bids #2021-023
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction			
2	Electrical	15%	12%	92.00
3	Plumbing			
4	HVAC			
5	Roof Repairs			
6	Masonry			
7	Boiler Repairs			
8	Painting			

Bidder Name: J McBain Inc.

BF3

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

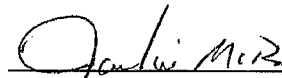
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

President

Title

J McBain Inc.

Company Name

2/18/2021

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF RENSSELAER) SS.:

On this _____ day of _____, 200____, before me personally appeared JACKIE MEDAIA to me known, who, being by me sworn, did say that he resides at (give address) Troy NY; that he is the (give title) PRESIDENT of the (name of corporation) TECH-BORN INC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

LORIN MILAZZO Fagan
Notary Public, State of New York
No. 01M16343892
Qualified In Rensselaer County
Commission Expires 6/20/24

Lorin Fagan
Notary Public, State of NEW YORK

Qualified in Rensselaer County

Commission Expires 6/20/2024

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME J McBain Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 161534752 b) DUNS # 017069613	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 2742 6th Ave Troy, New York 12180		7. TELEPHONE NUMBER 518-272-9376	8. FAX NUMBER 518-272-3738
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Jackie McBain Title President Telephone Number 518-272-9376 Fax Number 518-272-3738 e-mail jackie@mcbaelectronic.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Jackie McBain	TITLE President	b) NAME	TITLE
c) NAME Jay McBain	TITLE Vice President	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:	☐ Yes ☒ No
	1. federal, state or local health laws, rules or regulations.	
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:	
a)	file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i>	☐ Yes ☒ No
b)	file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i>	☐ Yes ☒ No
c)	Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : ☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 161534752

State of: New York)
) ss:
County of: Rensselaer)

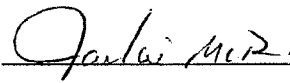
CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

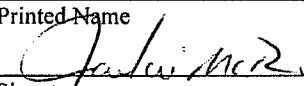
Name of Business J McBain Inc.
Address 2742 6th Ave
City, State, Zip Troy, NY 12180

Signature of Owner 
Printed Name of Signatory Jackie McBain
Title President

Sworn before me this 18 day of February, 2021

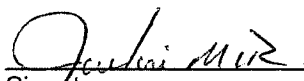
Notary Public

LORIN MILAZZO
Notary Public, State of New York
No. 01M16343892
Qualified in Rensselaer County
Commission Expires 6/20/24

Jackie McBain
Printed Name

Signature
2/18/2021
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

President

Title

2/18/2021

Date

J McBain Inc.

Company Name

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

I. How many years has your firm been in business? 23 years

II. Which service(s) do you propose to provide under this Request for Bids? Check all trades that apply:

☐ General Construction	☒ Electric
☐ HVAC	☐ Roof Repairs
☐ Plumbing	☐ Mason
☐ Property Clean Up	☐ Boiler Repair
☐ Painter	

III. For each trade you are bidding, provide a minimum of three (3) references for similar projects of this nature that you have completed in the last three (3) years. For each reference listed, give the name, address and telephone number of a contact person from each. Also give the completion date, the original contract bid price and the completed cost of each project listed. Attach additional sheets if needed.

1. See Attached

Applicable Trade: _____

2. _____

Applicable Trade: _____

References

	Contact	Number
Watervliet CSD	Lori Caplan	518-629-3201
Ballston Spa CSD	Todd Fecura	518-884-7290
Ichabod Crane CSD	Steve Marotta	518-758-7575
National Grid	Steve Plansker	518-641-9847
Town of East Greenbush	Meaghan Hart	518-477-5842
Albany County OGS	Michael Martin	518-447-7032

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

8. _____

Applicable Trade: _____

9. _____

Applicable Trade: _____

IV. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

SEE ATTACHMENT

V. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 161534752

Question 3.1: List all current uncompleted construction contracts:

1. Agency/Owner Wainschaf Associates & Center for Disability- St. Margaret's		Award Date 10/17/2019		Completion Date 01/30/2021	
Contact Person Dave Canfield	Telephone No. 5184492220	Designer Architect and /or Design Engineer MEP Engineers			
Contract No. 19C189	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
Total Contract Amount 454835		Amount Sublet to others 157000		Uncompleted Amount 1500	
2. Agency/Owner Waterford Halfmoon FD #1					
Contact Person Andrew Jackson	Telephone No. 5187655105	Designer Architect and /or Design Engineer H2M Architects		Award Date 9/22/2020	
Contract No. 20C084	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		Completion Date 8/2021	
Total Contract Amount 1007732		Amount Sublet to others 22000		Uncompleted Amount 1000500	
3. Agency/Owner Port of Albany Maritime Warehouse					
Contact Person Jeff Andrews	Telephone No. 5184528200	Designer Architect and /or Design Engineer BBL Construction		Award Date	
Contract No. 20C043	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		Completion Date	
Total Contract Amount 385600		Amount Sublet to others 95000		Uncompleted Amount 272700	
4. Agency/Owner NYS OGS Troy Armory					
Contact Person Gregory Haze	Telephone No. 5184858755	Designer Architect and /or Design Engineer Bernier Carr		Award Date 08/09/2018	
Contract No. 45829E	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		Completion Date 02/2021	
Total Contract Amount 496184		Amount Sublet to others 83000		Uncompleted Amount 3146	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 161534752

Question 3.1: List all current uncompleted construction contracts:

5.		Agency/Owner Bolton Central School System		Award Date 10/1/2019		Completion Date 12/2020	
Contact Person Jeff Anderson		Telephone No. 5187930786		Designer Architect and /or Design Engineer JMZ Architects			
Contract No. 19C181		Prime or Sub Prime		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
				Total Contract Amount 454835		Amount Sublet to others 189000	
						Uncompleted Amount 3835	
6.		Agency/Owner Hudson Valley Community College Lang Hall		Award Date 7/7/2020		Completion Date	
Contact Person Pasquale Marchese		Telephone No. 5184692131		Designer Architect and /or Design Engineer LaBella			
Contract No. 20C061		Prime or Sub Prime		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
				Total Contract Amount 225200		Amount Sublet to others 22000	
						Uncompleted Amount 15010	
7.		Agency/Owner South Colonie CSD		Award Date 5/20/2019		Completion Date 12/2020	
Contact Person Christopher Nolte		Telephone No. -5184794000		Designer Architect and /or Design Engineer Mosaic Associates			
Contract No. 20C026		Prime or Sub Prime		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
				Total Contract Amount 267200		Amount Sublet to others 34350	
						Uncompleted Amount 15650	
8.		Agency/Owner Schenectady CSD- HS Renovations		Award Date 5/8/2019		Completion Date 12/2020	
Contact Person Larry Tune		Telephone No. 5184320277		Designer Architect and /or Design Engineer Mosaic Architects			
Contract No. 19C095		Prime or Sub Prime		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
				Total Contract Amount 457107		Amount Sublet to others 64500	
						Uncompleted Amount 2694	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 161534752

Question 3.1: List all current uncompleted construction contracts:

9.		Agency/Owner Taconic CSD	Award Date 4/16/2019	Completion Date 12/2020
Contact Person Matthew Schools	Telephone No. 5184352467	Designer Architect and /or Design Engineer SEI Design		
Contract No. 19C084	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount 319253	Amount Sublet to others 8160	Uncompleted Amount 3029
10.				
Agency/Owner NYS OGS- Ten Eyck Rehab Elevators		Telephone No. 5184869122	Designer Architect and /or Design Engineer Popli Design Group	
Contact Person Donald Gailor				
Contract No. 45634E	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount 221100	Amount Sublet to others 28751	Uncompleted Amount 95153
Grand Total All Uncompleted Contracts				1413217

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

VI. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

VII. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

VIII. Do you plan to sublet any part of this work? If so, give details.

No

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

IX. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Christine Tucker CPA - 518-664-3608

GARY CARLWILE - WYMB - 578-888-681-7685

X. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

AVAILABLE IF LOW BIDDER

XI. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

J McBain Inc.

Correct Name of Bidder

(a) The business is a: corporation

(b) The address of principal place of business is: 2742 6th Ave, Troy, New York 12180

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

JACKIE MCBAIN - President
Jay McBain - V. President

XII. Is your firm qualified to do business in the State of New York? Yes x No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

J McBain Inc.

Firm

Dated: 2/18/2021

By Jackie McBain

Jackie McBain

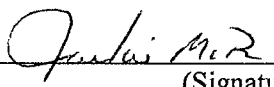
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: J McBain Inc.

By: 
(Signature)

Jackie McBain
(Typed)

Title: President

Date: 2/18/2021

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: J. McBain Inc

Address: 2742 6th Ave Troy NY

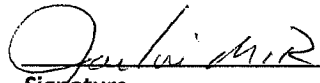
Phone Number(s): 518-272-8376

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Electrical Maintenance Contract

Description of where the work is to be performed within Albany County facilities:

VARIOUS FACILITIES


Signature

Jackie McBain

Printed Name

President

Title

2/18/2021

Date

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND J. MCBAIN, INC.
FOR HOURLY RATE BASED ELECTRICAL REPAIR SERVICES

CONTRACT NO. 6244 FOR 2021

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and J. McBain, Inc., a New York corporation, with a principal place of business located at 2742 6th Avenue, Troy, New York 12180 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[p]arty" or collectively as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2021-023, issued on January 29, 2021 and published on February 4, 2021 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on February 18, 2021 to provide electrical repair services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid electrical repair services; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the electrical repair services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. **The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.**

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on April 1, 2021 and shall continue in effect through March 31, 2022, without further renewal.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this

Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a].

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in

the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give

the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

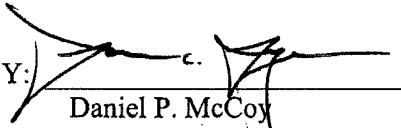
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 5/11/2021

BY:



Daniel P. McCoy
County Executive

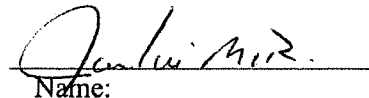
or

Daniel C. Lynch
Deputy County Executive

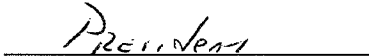
J. MCBAIN, INC.

DATED: 5/5/2021

BY:



Name:



Title:

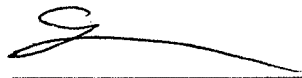
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

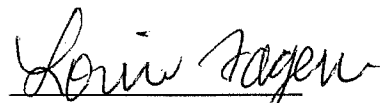
On the 11th day of May, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC
EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF NY)
COUNTY OF Rensselaer) SS.:

On the 5th day of May, 2021, before me, the undersigned, personally appeared Jackie McLean personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC
LORIN MILAZZO
Notary Public, State of New York
No. 01MI6343892
Qualified in Rensselaer County
Commission Expires 6/20/24

SCHEDULE A
INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2023-892
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, February 28, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Eckert Mechanical, LLC 1062 CENTRAL AVENUE, ALBANY, NY 12205
Estimated Amount	\$99,000.00
Estimated Term	4/1/2023 to 3/31/2024
Scope of Services	Primary vender for emergency General Construction services.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 24, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to renew Labor Agreement 6247 of 2021 with Eckert Mechanical Inc. as the primary vendor for emergency General Construction services with a not to exceed total of \$99,000.00

This will be the final renewal with a term of April 1, 2023 through March 31, 2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207**

**RE: BID #2021-023
TRADE LABOR AGREEMENTS**

Your bid award for Bid#2021-023 Trade Labor Agreements for Various Albany County Facilities, is due to expire on March 31, 2022 however, the original bid terms and conditions provided for an optional one year renewal period through March 31, 2024. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid percentages through March 31, 2024. Thank you for your prompt response.

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2021-023 AND WILL HOLD
AWARDED BID PRICES THROUGH March 31, 2024

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Eckert Mechanical, LLC

REPRESENTATIVE: Russell Lincoln, President

TELEPHONE # 518-459-4116 Ext 244

FAX #: 518-459-1208

SIGNATURE:



**PLEASE RETURN THIS FORM VIA EMAIL
TO pamela.oneill@albanycountyny.gov**

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

- (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date	Number
None Noted	

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or the owner.

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire

7. Communication concerning this Bid shall be addressed to:

Russell Lincoln, President - Eckert Mechanical, LLC

1062 Central Avenue Albany, NY 12205

Phone: (518) 459-416 Ext. 244 Fax: (518) 459-1208

E-mail: rlincoln@eckertmechanical.com

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements

Bid Number: 2021-023

COMPANY: Eckert Mechanical, LLC

ADDRESS: 1062 Central Avenue

CITY, STATE, ZIP: Albany, NY 12205

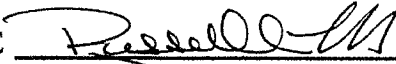
TEL. NO.: (518) 459-4116

FAX NO.: (518) 459-1208

FEDERAL TAX ID NO.: 27-1557163

REPRESENTATIVE: Russell Lincoln, President

E-MAIL: rlincoln@eckertmechanical.com

SIGNATURE AND TITLE  , President

DATE 2/16/2021

County of Albany
Request for Bids #2021-023
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	1.65	22%	86.50
2	Electrical	No Bid		
3	Plumbing	1.40	22%	94.75
4	HVAC	1.40	22%	94.75
5	Roof Repairs	No Bid		
6	Masonry	No Bid		
7	Boiler Repairs	No Bid		
8	Painting	No Bid		

Bidder Name: Eckert Mechanical, LLC

BF3

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

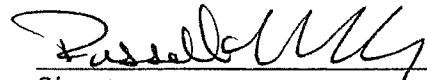
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

President

Title

Eckert Mechanical, LLC

Company Name

2/16/2021

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

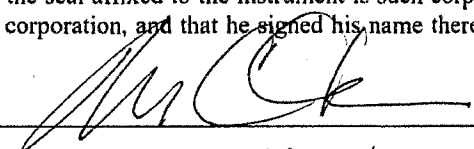
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 16 day of February, 2021, before me personally appeared Russell Lincoln to me known, who, being by me sworn, did say that he resides at (give address) 1062 Central Ave. Albany, NY 12205; that he is the (give title) President of the (name of corporation) Eckert mechanical, LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.


Notary Public, State of New York

Qualified in Albany County

Commission Expires 10/24/2021

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2021

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Eckert Mechanical, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 27-1557163 b) DUNS # 788341451	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.eckertmechanical.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1062 Central Ave. Albany, NY 12205		7. TELEPHONE NUMBER (518) 459-4116	8. FAX NUMBER (518) 459-1208
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Russell Lincoln Title President Telephone Number (518) 459-4116 Ext. 244 Fax Number (518) 459-1208 e-mail rlincoln@eckertmechanical.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Russell Lincoln	TITLE President	b) NAME Donald DeLuca Jr.	TITLE Special Trustee
c) NAME Sarah DeLuca	TITLE Treasurer	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☒ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☒ No c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations. ☐ Yes ☒ No	
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> ☐ Yes ☒ No b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> ☐ Yes ☒ No c) Property Tax <i>Indicate the years the vendor failed to file.</i> ☐ Yes ☒ No	
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:	☐ Yes	☒ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 27-1557163

State of: New York)
) ss:
County of: Albany)

CERTIFICATION:

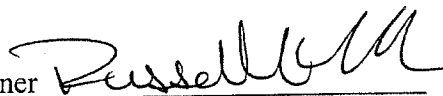
The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Eckert Mechanical, LLC

Signature of Owner



Address 1062 Central Avenue

Printed Name of Signatory Russell Lincoln

City, State, Zip Albany, NY 12205

Title President

Sworn before me this 16 day of February, 2021;

Notary Public

Nicole Trimble
Printed Name

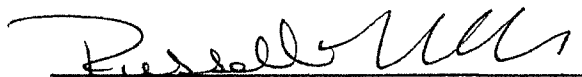
[Signature]
Signature

February 16, 2021
Date

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2021

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

President

Title

Eckert Mechanical, LLC

Company Name

2/16/2021
Date

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

I. How many years has your firm been in business? 40 years

II. Which service(s) do you propose to provide under this Request for Bids? Check all trades that apply:

<u>XX</u> General Construction	<u>No Bid</u> Electric
<u>XX</u> HVAC	<u>No Bid</u> Roof Repairs
<u>XX</u> Plumbing	<u>No Bid</u> Mason
<u>XX</u> Property Clean Up	<u>XX</u> Boiler Repair
<u>No Bid</u> Painter	

III. For each trade you are bidding, provide a minimum of three (3) references for similar projects of this nature that you have completed in the last three (3) years. For each reference listed, give the name, address and telephone number of a contact person from each. Also give the completion date, the original contract bid price and the completed cost of each project listed. Attach additional sheets if needed.

1. Please see Attachment A

Applicable Trade: _____

2. _____

Applicable Trade: _____

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

3. _____

Applicable Trade: _____

4. _____

Applicable Trade: _____

5. _____

Applicable Trade: _____

6. _____

Applicable Trade: _____

7. _____

Applicable Trade: _____

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

8. _____

Applicable Trade: _____

9. _____

Applicable Trade: _____

IV. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

Please see Attachment B

V. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

VI. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

VII. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

VIII. Do you plan to sublet any part of this work? If so, give details.

None intended, depends on scope of work proposed

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

- IX. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

- X. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

Please see the attached financial statement.

- XI. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Eckert Mechanical, LLC

Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: _____

1062 Central Avenue Albany, NY 12205

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Russell Lincoln, President

Sarah DeLuca, Treasurer

Donald DeLuca Jr., Special Trustee

XII. Is your firm qualified to do business in the State of New York? Yes X No ____.

If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Eckert Mechanical, LLC

Firm

Dated: _____

2/6/2021

By _____

Russell Lincoln

Russell Lincoln, President

(Typed)

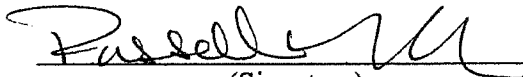
ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Eckert Mechanical, LLC

By:


(Signature)

Russell Lincoln

(Typed)

Title: President

Date: 2/16/2021

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

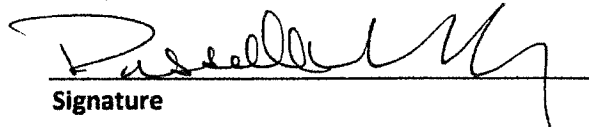
Name of Third Party Entity: N/A

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:



Signature

Russell Lincoln

Printed Name

President

Title

2/16/2021
Date

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND ECKERT MECHANICAL, LLC
FOR HOURLY RATE BASED GENERAL CONSTRUCTION REPAIR SERVICES

CONTRACT NO. 6247 FOR 2021

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Eckert Mechanical, LLC, a New York limited liability company, with a principal place of business located at 1062 Central Avenue, Albany, New York 12205 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[p]arty or collectively as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2021-023, issued on January 29, 2021 and published on February 4, 2021 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on February 17, 2021 to provide general construction repair services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid general construction repair services as a secondary provider; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the general construction repair services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up and the primary contractor is unavailable. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work when the primary contractor is unavailable. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. **The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.**

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on April 1, 2021 and shall continue in effect through March 31, 2022, without further renewal.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this

Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in

the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give

the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

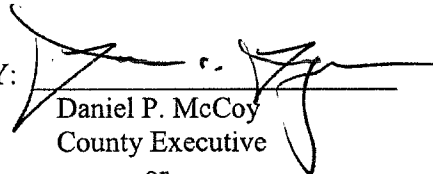
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 5/27/2021

BY:


Daniel P. McCoy
County Executive

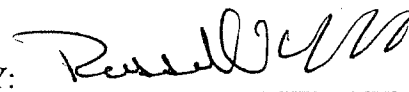
or

Daniel C. Lynch
Deputy County Executive

ECKERT MECHANICAL, LLC.

DATED: 5-19-2021

BY:



Name: Russell Lincoln

President

Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 27th day of May, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC
EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF New York)
COUNTY OF Albany) SS.:

On the 19 day of May, 2021, before me, the undersigned, personally appeared Russell Lincoln personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2021

SCHEDULE A
INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2023-894
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, February 28, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	DeBrino Caulking, Inc. 1304 Rte. 9, Castleton, NY 12033
Estimated Amount	\$99,000.00
Estimated Term	4/1/2023 to 3/31/2024
Scope of Services	Secondary vender for emergency painting services.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 24, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to renew Labor Agreement 6239 of 2021 with DeBrino Caulking Inc. as the Secondary vender for emergency painning services with a not to exceed total of \$99,000.00

This will be the final renewal with a term of April 1, 2023 through March 31, 2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207**

**RE: BID #2021-023
TRADE LABOR AGREEMENTS**

Your bid award for Bid#2021-023 Trade Labor Agreements for Various Albany County Facilities, is due to expire on March 31, 2022 however, the original bid terms and conditions provided for an optional one year renewal period through March 31, 2024. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid percentages through March 31, 2024. Thank you for your prompt response.

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2021-023 AND WILL HOLD
AWARDED BID PRICES THROUGH March 31, 2024

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR:

DEBRINO Caulking Associates, Inc.

REPRESENTATIVE:

Richard P FARNAN Jr.

TELEPHONE #

518- 732- 7234

FAX #:

518 - 732 - 1306

SIGNATURE:

Richard P Farnan

PLEASE RETURN THIS FORM VIA EMAIL
TO pamela.oneill@albanycountyny.gov

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

None

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire
7. Communication concerning this Bid shall be addressed to:

DeBrino Caulking Assoc. Inc. 1304 Rte. 9 Castleton, New York 12033

Attention: Rfarnan@debrino.com

Phone: 518-732-7234 Fax: 518-732-1306

E-mail: rfarnan@debrino.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements

Bid Number: 2021-023

COMPANY: DeBrino Caulking Assoc. Inc.

ADDRESS: 1304 Rte. 9

CITY, STATE, ZIP: Castleton, New York 12033

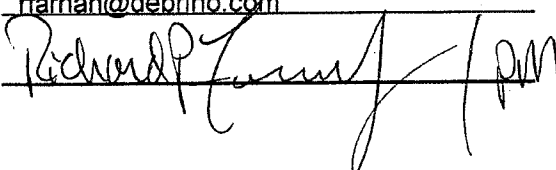
TEL. NO.: 518-732-7234

FAX NO.: 518-732-1306

FEDERAL TAX ID NO.: 14-1588127

REPRESENTATIVE: Richard Farnan

E-MAIL: rfarnan@debrino.com

SIGNATURE AND TITLE 

DATE February 16, 2021

County of Albany
Request for Bids #2021-023
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	75%	20%	\$99.00 an hour
2	Electrical	-----	-----	-----
3	Plumbing	-----	-----	-----
4	HVAC	-----	-----	-----
5	Roof Repairs	75%	20%	\$99.00 an hour
6	Masonry	75%	20%	\$99.00 an hour
7	Boiler Repairs	-----	-----	-----
8	Painting	75%	20%	\$99.00 an hour

Bidder Name: DeBrino Caulking Assoc. Inc.

BF3

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

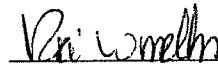
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Corporate Secretary

Title

February 16, 2021

Date

DeBrino Caulking Assoc. Inc.

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Rensselaer) SS.:

On this 16th day of February, 20021, before me personally appeared Nicole Wendelken to me known, who, being by me sworn, did say that he resides at (give address) Corporate Secretary; that he is the (give title) Stuyvesant NY of the (name of corporation) DeBrino Caulking Assoc. Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

MICHELLE L GRENON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GR6408787
Qualified in Rensselaer County
My Commission Expires 9/14/2024

Michelle L. Grenon
Notary Public, State of New York

Qualified in Rensselaer County

Commission Expires 9/14/2024

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Type text here DeBrino Caulking Assoc. Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1588127 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1304 Rte. 9 Castleton, New York 12033		7. TELEPHONE NUMBER 518-732-7234	8. FAX NUMBER 518-732-1306
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above 1304 Rte. 9 Castleton, New York 12033		10. TELEPHONE NUMBER 518-732-7234	11. FAX NUMBER 518-732-1306
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Richard Farnan Title Estimator Telephone Number 518-732-7234 Fax Number 518-732-1306 e-mail rfarnan@debrino.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Lewis P. Houghtaling III	TITLE President	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: ☐ Yes ☒ No a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	☐ Yes ☒ No
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of: New York)
County of: Rensseler) ss:

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

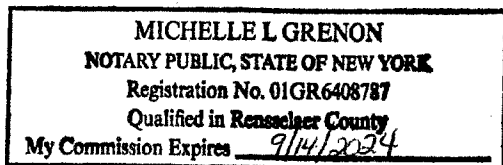
The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business DeBrino Caulking
Associates, Inc.
Address 1304 Route 9
City, State, Zip Castleton, NY 12033

Signature of Owner *Lewis P. Houghtaling 3rd*
Printed Name of Signatory Lewis P. Houghtaling 3rd
Title **President**

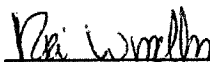
Sworn before me this 16th day of February, 20 21.
Michelle L. Grenon
Notary Public



Nicole Wendellben
Printed Name
Nicole Wendellben
Signature
February 16, 2021
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Corporate Secretary

Title

February 16, 2021
Date

DeBrino Caulking Assoc. Inc.
Company Name

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

I. How many years has your firm been in business? 44 years

II. Which service(s) do you propose to provide under this Request for Bids? Check all trades that apply:

☒ General Construction	☐ Electric
☐ HVAC	☒ Roof Repairs
☐ Plumbing	☒ Mason
☒ Property Clean Up	☐ Boiler Repair
☒ Painter	

III. For each trade you are bidding, provide a minimum of three (3) references for similar projects of this nature that you have completed in the last three (3) years. For each reference listed, give the name, address and telephone number of a contact person from each. Also give the completion date, the original contract bid price and the completed cost of each project listed. Attach additional sheets if needed.

1. Albany County - Abe Palmer - Mike Martin

Applicable Trade: General Contractor

2. Boces Capital Region - Colleen Robideau-Berkery

Applicable Trade: General Contractor

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

3. OGS - Rich Hynes

Applicable Trade: General Contractor

4. _____

Applicable Trade: _____

5. _____

Applicable Trade: _____

6. _____

Applicable Trade: _____

7. _____

Applicable Trade: _____

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

8. _____

Applicable Trade: _____

9. _____

Applicable Trade: _____

IV. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

OGS Project 45980C - Provide Concrete Repairs Contract amount - \$2,600,000.00

OGS Project 45795C - Masonry Repairs and Maintenance Contract amount - \$5,000,000.00

V. Has your firm ever failed to complete work awarded to it, if so, state where and why.

NO

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

VI. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

NO

VII. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

NO

VIII. Do you plan to sublet any part of this work? If so, give details.

NO

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

IX. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

TD Bank - Eric Ryan - 518-786-2523

Rose & Kiernan Inc. - Kevin Garrity - 518-244-4245

X. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

See Attached:

XI. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

DeBrino Caulking Assoc. Inc.

Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 1304 Rte. 9 Castleton, New York 12033

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Lewis P. Houghtaling III - President

Nicole Wendelken - Corporate Secretary

XII. Is your firm qualified to do business in the State of New York? Yes x No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

DeBrino Caulking Assoc. Inc.
Firm

Dated: February 16, 2021

By Nicole Wendelken

Nicole Wendelken
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: DeBrino Caulking Assoc. Inc. name

By:

Richard P. Farnan
(Signature)

Richard P. Farnan

(Typed)

Title: Estimator

Date: February 16, 2021

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: DeBrino Caulking Assoc, Inc.

Address: 1304 Rte. 9 Castleton, New York 12033

Phone Number(s): 518-732-7234

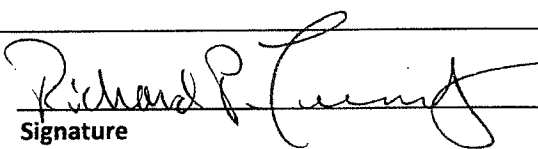
Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

To Be Determined

Description of where the work is to be performed within Albany County facilities:

To Be Determined

February 16, 2021


Signature

Richard P. Farnan
Printed Name

Estimator
Title

February 16, 2021
Date

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND DEBRINO CAULKING ASSOC., INC
FOR HOURLY RATE BASED PAINTING SERVICES

RECEIVED
JUN 11 2021
DeBRINO CAULKING ASSOC.

CONTRACT NO. 6239 FOR 2021

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and DeBrino Caulking Assoc., Inc. a New York corporation, with a principal place of business located at 1304 Rte. 9, Castleton, New York 12033 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[p]arty or collectively as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2021-023, issued on January 29, 2021 and published on February 4, 2021 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on February 18, 2021 to provide painting services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid painting services as a secondary provider; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the painting services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up and the primary contractor is unavailable. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work when the primary contractor is unavailable. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. **The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.**

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on April 1, 2021 and shall continue in effect through March 31, 2022, without further renewal.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this

Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in

the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give

the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

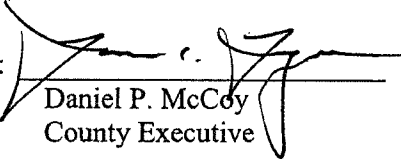
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

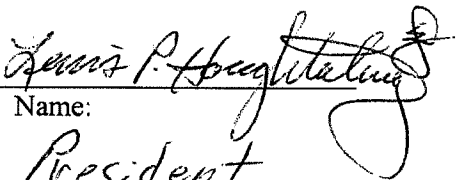
COUNTY OF ALBANY

DATED: 6/28/2021

BY: 
Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

DEBRINO CAULKING ASSOC., INC.

DATED: 6/14/21

BY: 
Name:
President
Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 28th day of June, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF New York)
COUNTY OF Rensselaer) SS.:

On the 14 day of June, 2021, before me, the undersigned, personally appeared Lewis P. Houghtaling Jr personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

MICHELLE L. GRENON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GR6408787
Qualified in Rensselaer County
My Commission Expires 9/14/2024

SCHEDULE A
INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2023-895
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, February 28, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	DeBrino Caulking, Inc. 1304 Rte. 9, Castleton, NY 12033
Estimated Amount	\$99,000.00
Estimated Term	4/1/2023 to 3/31/2024
Scope of Services	Secondary vender for emergency masonry repair services
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 24, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to renew Labor Agreement 6241 of 2021 with DeBrino Caulking Inc. as the secondary vender for emergency masonry repair services with a not to exceed total of \$99,000.00

This will be the final renewal with a term of April 1, 2023 through March 31, 2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207**

RE: BID #2021-023
TRADE LABOR AGREEMENTS

Your bid award for Bid#2021-023 Trade Labor Agreements for Various Albany County Facilities, is due to expire on March 31, 2022 however, the original bid terms and conditions provided for an optional one year renewal period through March 31, 2024. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid percentages through March 31, 2024. Thank you for your prompt response.

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2021-023 AND WILL HOLD
AWARDED BID PRICES THROUGH March 31, 2024

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR:

DEBRINO Caulking Associates, Inc.

REPRESENTATIVE:

Richard P FARNAN Jr.

TELEPHONE #

518- 732 - 7234

FAX #:

518 - 732 - 1306

SIGNATURE:

Richard P Farnan

PLEASE RETURN THIS FORM VIA EMAIL
TO pamela.oneill@albanycountyny.gov

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

None

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire

7. Communication concerning this Bid shall be addressed to:

DeBrino Caulking Assoc. Inc. 1304 Rte. 9 Castleton, New York 12033

Attention: Rfarnan@debrino.com

Phone: 518-732-7234 Fax: 518-732-1306

E-mail: rfarnan@debrino.com

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Various Trade Labor Agreements
Bid Number: 2021-023

COMPANY: DeBrino Caulking Assoc. Inc.

ADDRESS: 1304 Rte. 9

CITY, STATE, ZIP: Castleton, New York 12033

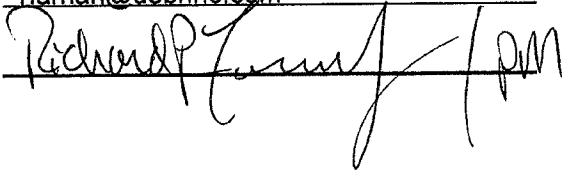
TEL. NO.: 518-732-7234

FAX NO.: 518-732-1306

FEDERAL TAX ID NO.: 14-1588127

REPRESENTATIVE: Richard Farnan

E-MAIL: rfarnan@debrino.com

SIGNATURE AND TITLE 

DATE February 16, 2021

County of Albany
Request for Bids #2021-023
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	75%	20%	\$99.00 an hour
2	Electrical	_____	_____	_____
3	Plumbing	_____	_____	_____
4	HVAC	_____	_____	_____
5	Roof Repairs	75%	20%	\$99.00 an hour
6	Masonry	75%	20%	\$99.00 an hour
7	Boiler Repairs	_____	_____	_____
8	Painting	75%	20%	\$99.00 an hour

Bidder Name: DeBrino Caulking Assoc. Inc.

BF3

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

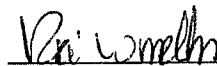
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Corporate Secretary

Title

February 16, 2021

Date

DeBrino Caulking Assoc. Inc.

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

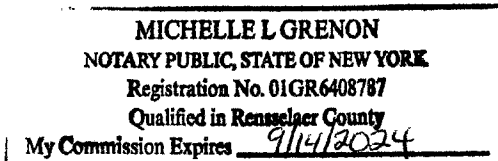
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Rensselaer) SS.:

On this 16th day of February, 20021, before me personally appeared Nicole Wendelken to me known, who, being by me sworn, did say that he resides at (give address) Corporate Secretary; that he is the (give title) Stuyvesant NY of the (name of corporation) DeBrino Caulking Assoc. Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Michelle L. Grenon
Notary Public, State of New York

Qualified in Rensselaer County

Commission Expires 9/14/2024

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Type text here DeBrino Caulking Assoc. Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1588127 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1304 Rte. 9 Castleton, New York 12033		7. TELEPHONE NUMBER 518-732-7234	8. FAX NUMBER 518-732-1306
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above 1304 Rte. 9 Castleton, New York 12033		10. TELEPHONE NUMBER 518-732-7234	11. FAX NUMBER 518-732-1306
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Richard Farnan Title Estimator Telephone Number 518-732-7234 Fax Number 518-732-1306 e-mail rfarnan@debrino.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Lewis P. Houghtaling III	TITLE President	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: ☐ Yes ☒ No a) An elected or appointed public official or officer? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service b) An officer of any political party organization in Albany County, whether paid or unpaid? List each individual's name, business title or consulting capacity and the official political position held with applicable service dates. ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

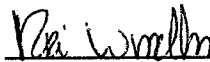
¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

FEIN

Nicole Wendellben
Printed Name
Nicole Wendellben
Signature
February 16, 2021
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Corporate Secretary

Title

February 16, 2021

Date

DeBrino Caulking Assoc. Inc.

Company Name

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

I. How many years has your firm been in business? 44 years

II. Which service(s) do you propose to provide under this Request for Bids? Check all trades that apply:

<u> x </u> General Construction	<u> </u> Electric
<u> </u> HVAC	<u> x </u> Roof Repairs
<u> </u> Plumbing	<u> x </u> Mason
<u> x </u> Property Clean Up	<u> </u> Boiler Repair
<u> x </u> Painter	

III. For each trade you are bidding, provide a minimum of three (3) references for similar projects of this nature that you have completed in the last three (3) years. For each reference listed, give the name, address and telephone number of a contact person from each. Also give the completion date, the original contract bid price and the completed cost of each project listed. Attach additional sheets if needed.

1. Albany County - Abe Palmer - Mike Martin

Applicable Trade: General Contractor

2. Boces Capital Region - Colleen Robideau-Berkery

Applicable Trade: General Contractor

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

3. OGS - Rich Hynes _____

Applicable Trade: General Contractor

4. _____

Applicable Trade: _____

5. _____

Applicable Trade: _____

6. _____

Applicable Trade: _____

7. _____

Applicable Trade: _____

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

8. _____

Applicable Trade: _____

9. _____

Applicable Trade: _____

IV. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

OGS Project 45980C - Provide Concrete Repairs Contract amount - \$2,600,000.00

OGS Project 45795C - Masonry Repairs and Maintenance Contract amount - \$5,000,000.00

V. Has your firm ever failed to complete work awarded to it, if so, state where and why.

NO

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

VI. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

NO

VII. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

NO

VIII. Do you plan to sublet any part of this work? If so, give details.

NO

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

- IX. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

TD Bank - Eric Ryan - 518-786-2523

Rose & Kiernan Inc. - Kevin Garrity - 518-244-4245

- X. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

See Attached:

- XI. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

DeBrino Caulking Assoc. Inc.

Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 1304 Rte. 9 Castleton, New York 12033

Attachment "F"
REQUEST FOR BIDS #2021-023
BIDDER QUALIFICATION QUESTIONNAIRE

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Lewis P. Houghtaling III - President

Nicole Wendelken - Corporate Secretary

XII. Is your firm qualified to do business in the State of New York? Yes ☒ No ☐.

If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

DeBrino Caulking Assoc. Inc.

Firm

Dated: February 16, 2021

By Nicole Wendelken

Nicole Wendelken

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: DeBrino Caulking Assoc. Inc. name

By:

Richard P. Farnan
(Signature)

Richard P. Farnan

(Typed)

Title: Estimator

Date: February 16, 2021

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: DeBrino Caulking Assoc, Inc.

Address: 1304 Rte. 9 Castleton, New York 12033

Phone Number(s): 518-732-7234

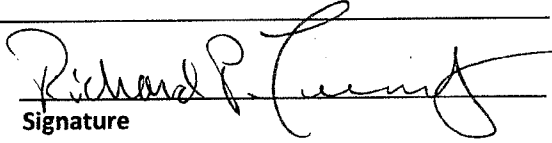
Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

To Be Determined

Description of where the work is to be performed within Albany County facilities:

To Be Determined

February 16, 2021


Signature

Richard P. Farnan
Printed Name

Estimator
Title

February 16, 2021
Date

RECEIVED
SEP 23 2021
DEBRINO CAULKING ASSOC.

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND DEBRINO CAULKING, INC.
FOR HOURLY RATE BASED MASONRY REPAIR SERVICES

CONTRACT NO. 6241 FOR 2021

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and DeBrino Caulking, Inc., a New York corporation, with a principal place of business located at 1304 Route 9, Castleton, NY, United States, 12033 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[p]arty" or together as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2021-023, issued on January 29, 2021 and published on February 4, 2021 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on February 18, 2021 to provide masonry repair services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid masonry repair services as a secondary contractor; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the masonry repair services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. **The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.**

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on April 1, 2021 and shall continue in effect through March 31, 2022, without further renewal.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this

Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a].

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in

the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give

the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

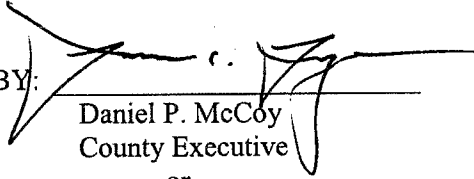
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 10/7/2021

BY:


Daniel P. McCoy
County Executive

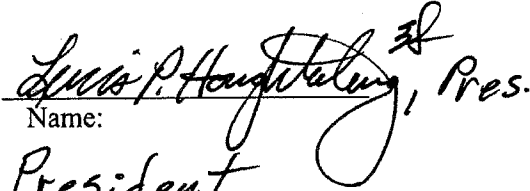
or

Daniel C. Lynch
Deputy County Executive

DEBRINO CAULKING, INC.

DATED: 9-24-21

BY:

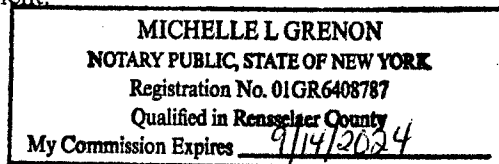

Name:

President

Title:

STATE OF NEW YORK)
COUNTY OF ~~ALBANY~~) SS.:
Rensselaer

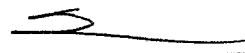
On the 28 day of September, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 7th day of October, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF _____)
COUNTY OF _____) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2023-926
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, March 07, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Rosch Brothers, Inc. 424 Old Niskayuna Rd., Latham, NY 12110
Estimated Amount	\$31,800.00
Estimated Term	4/1/2023 to 9/30/2023
Scope of Services	As needed, repair and or replace roof framing and decking of the Albany County Rail Trail Depot building.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 7, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval of a contract with Rosch Brothers, Inc. for repair and or replacement of roof framing and decking of the Albany County Rail Trail Depot building.

This work is pursuant to the authorized replacement of the exterior roof surface with a metal roofing system.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

RFQ- Roof Replacement

Rail Trail Depot Building- Carpentry

Roof Replacement- Roofing Proposals- Proposal Tabulation

[illegible]

ROSCH BROTHERS, INC.

JULY 29, 2022

ALBANY COUNTY RAIL TRAIL DEPOT

ROOF REHAB - REVISED BID

Quote Form

A- Lump sum Quote:

A-1 All carpentry work to repair roof framing and Deck \$ 26,800

A-2 Installation of Complete metal roof system. \$ N/A

Total Lump sum Price \$ 26,800

B- Allowance for replacement of Deck boards & Supports----- \$ ~~5,000.00~~ Dollars

C- Total Lump sum Quote and allowance (A+B= C)----- \$ 26,800 Dollars

~~NA~~ ADD: CONT. ALLOWANCE # 5,000.00

Neri, John

From: Richard Farnan <rfarnan@debrino.com>
Sent: Wednesday, July 27, 2022 2:39 PM
To: Neri, John
Subject: Roof

John,

Please see my quote below:

Base Bid: Carpentry work Labor and Materials	\$ 29,000.00
Contingency Allowance	<u>5,000.00</u>
Total Price	\$ 34,900.00

Thank you,
Richard P Farnan Jr
518-365-5891



Neri, John

From: Jim Griffin <jgriffin@hoosickvalley.com>
Sent: Wednesday, May 18, 2022 9:24 AM
To: Neri, John
Subject: 839 Kenwood Ave Roof Project

Good Morning John,

Thank you for reaching out to in reference to this project, but at this time, we are going to pass due to our existing workload. Please reach out to us for future projects and good luck with this project.

Jim



James Griffin

Director of Purchasing

Hoosick Valley Contractors Inc.

p: (518)235-7108 ext. 22

f: (518)235-7424

a: 52 Melrose Valley Falls Road, Melrose, NY 12121

w: www.hoosickvalley.com